

Minutes of May 26, 2009
Mayor and Board of Aldermen

Be it remembered that a public hearing before the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, was reconvened and held at 6:00 o'clock p.m. on Tuesday, the 26th day of May, 2009, in the Long Beach School District Central Office, 19148 Commission Road in said City and the same being the time, date, and place fixed by order of the Mayor and Board of Aldermen, for continuing said public hearing from April 26, 2009.

There were present and in attendance on said Board and at the public hearing the following named persons: Mayor William Skellie, Jr., Aldermen Joseph McNary, Mark Lishen, Carolyn Anderson, Richard Burton, and Deputy City Clerk Stacey Dahl.

Absent the public hearing were Aldermen Richard Notter, Allen D. Holder, Jr., Charles Boggs, and City Attorney James C. Simpson, Jr.

There being a quorum present and sufficient to transact the business of this public hearing, the following proceedings were had and done.

The public hearing to determine whether or not a parcel of property located at 210 2nd Avenue, Long Beach, Mississippi, and owned by Pecan Village Apartments, LLC, is in such a state of uncleanliness as to be a menace to the public health and safety to the community, was reconvened.

It was noted for the record that the public hearing was recessed from April 7, 2009, continuing to April 21, 2009, then to May 26, 2009, to further assess the condition of the property.

The Mayor recognized Zoning Enforcement Officer Claire Leatherwood who reported as follows:

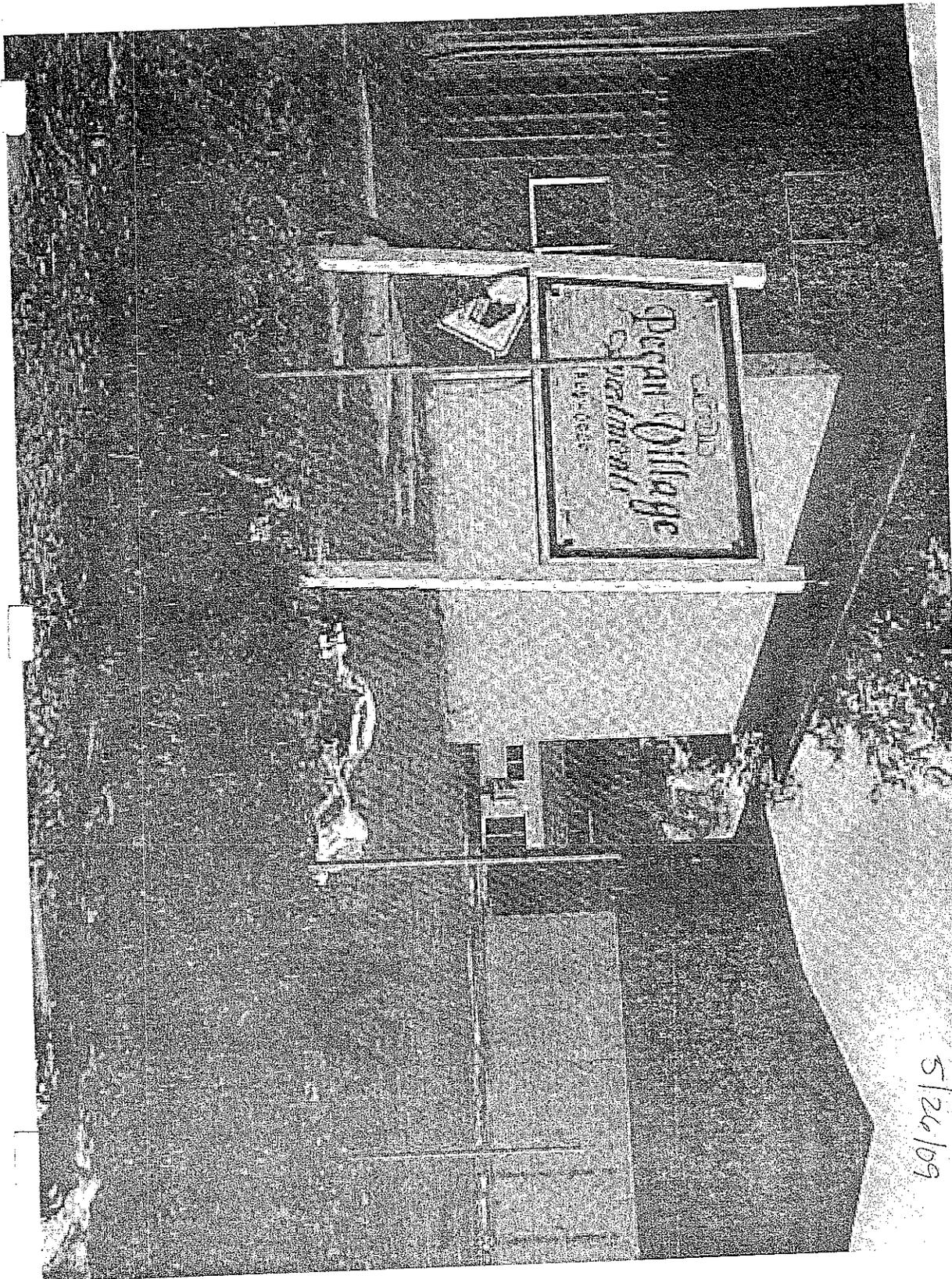
- The first floor has been secured with plywood.
- The grass has been mowed.
- The fence **has not** been put up around the pool.
- ¾ of requests previously made by the Mayor and Board of Aldermen have been completed.

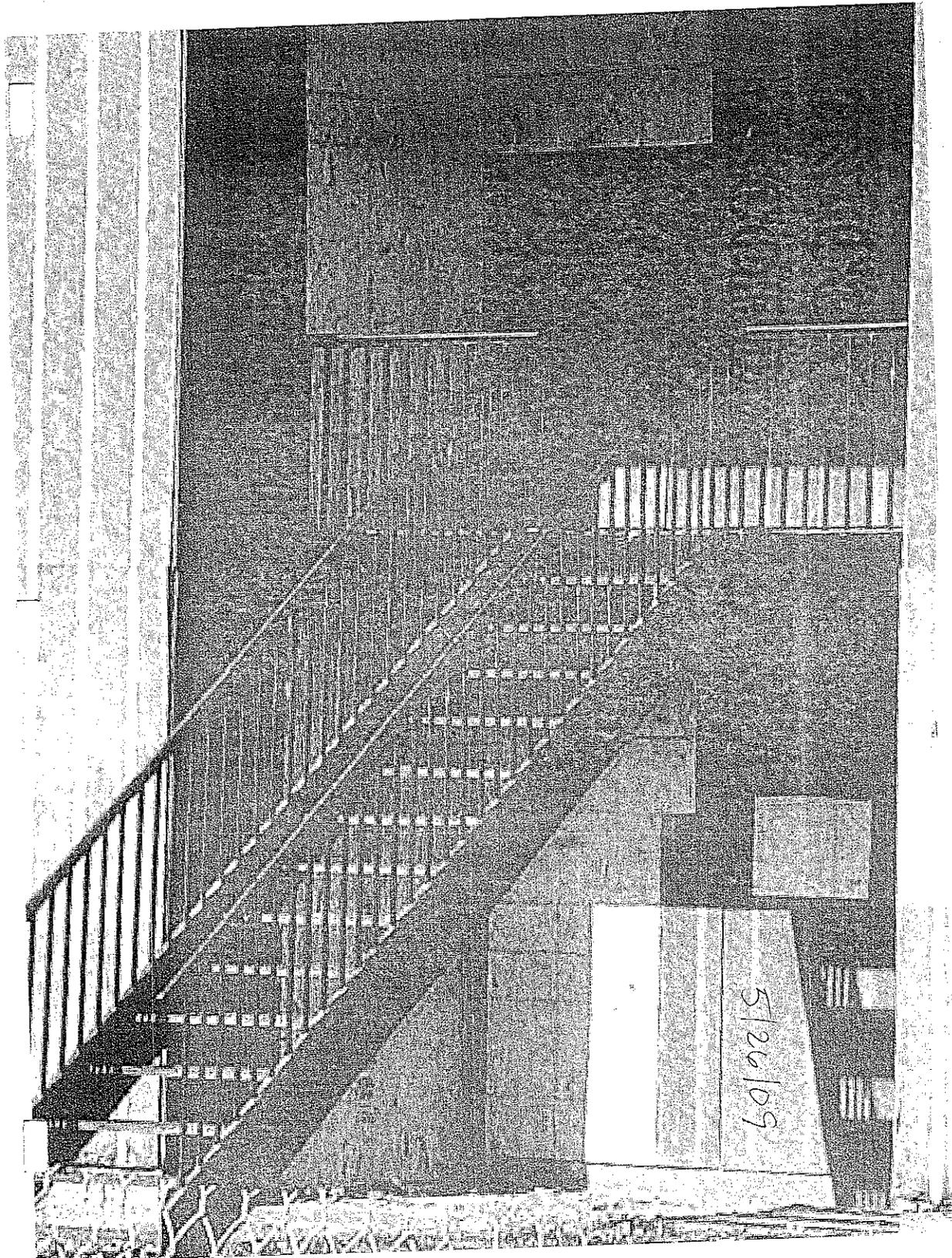
The Mayor recognized Mr. Ben Etheridge, Vice President of Chesapeake Community Advisors, Inc. Mr. Etheridge advised the Board he is overseeing the aforesaid property regarding securing Mississippi Development Authority funding, insurance monies, and/or the sale of the property. He further advised they are working on the fence, in the process of removing dumpsters, and attempting to repair approximately twenty four (24) units for rental in order to generate income to repair the rest of the property.

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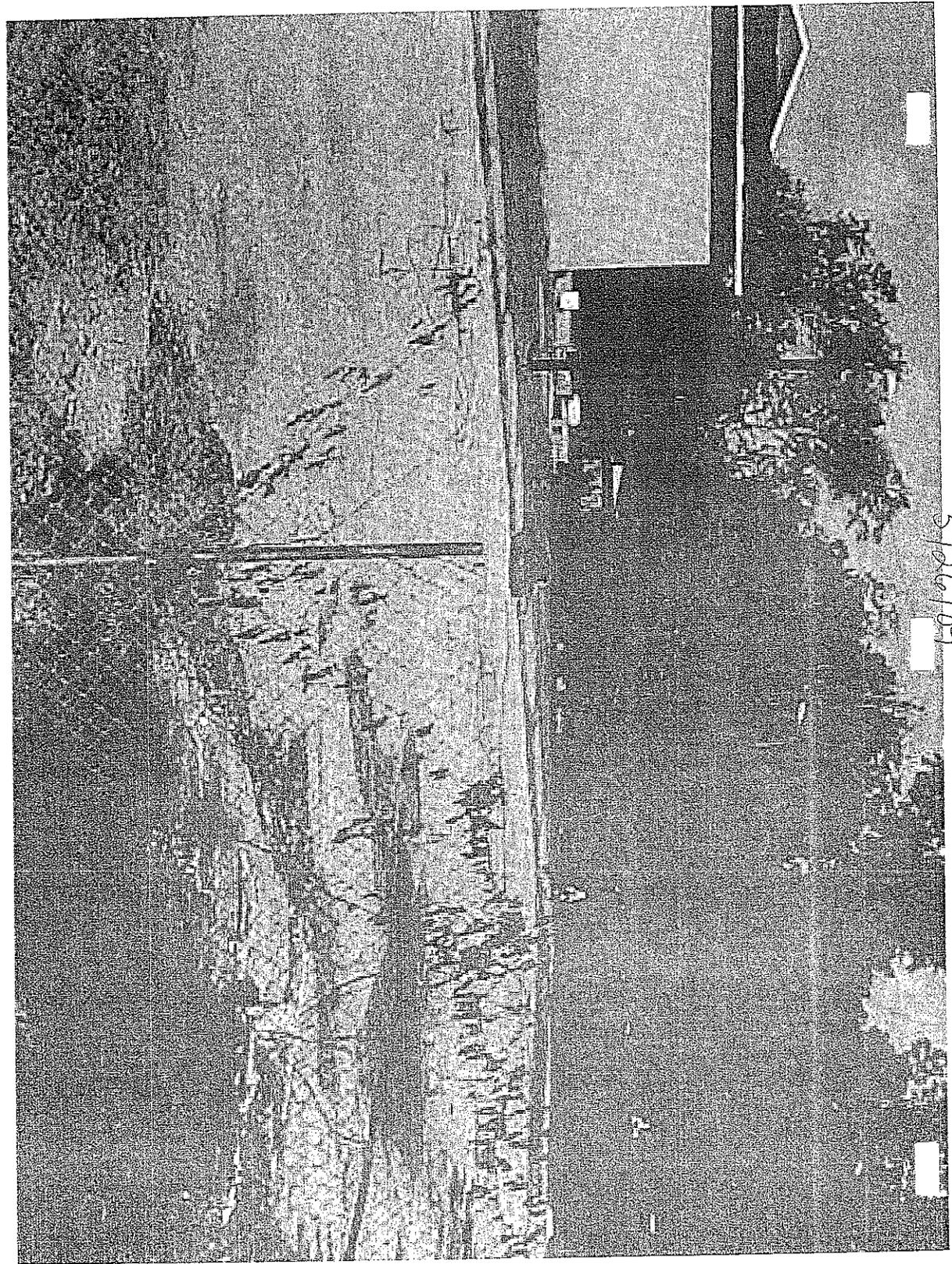
The Mayor recognized Mr. Mike Young, project manager of the property. Mr. Young apprised the Board of his progress in continuing to clean the property and pile additional debris out of view while waiting for the delivery of additional dumpsters.

Upon continued discussion, Zoning Enforcement Officer Claire Leatherwood, submitted the following pictures taken on this day.

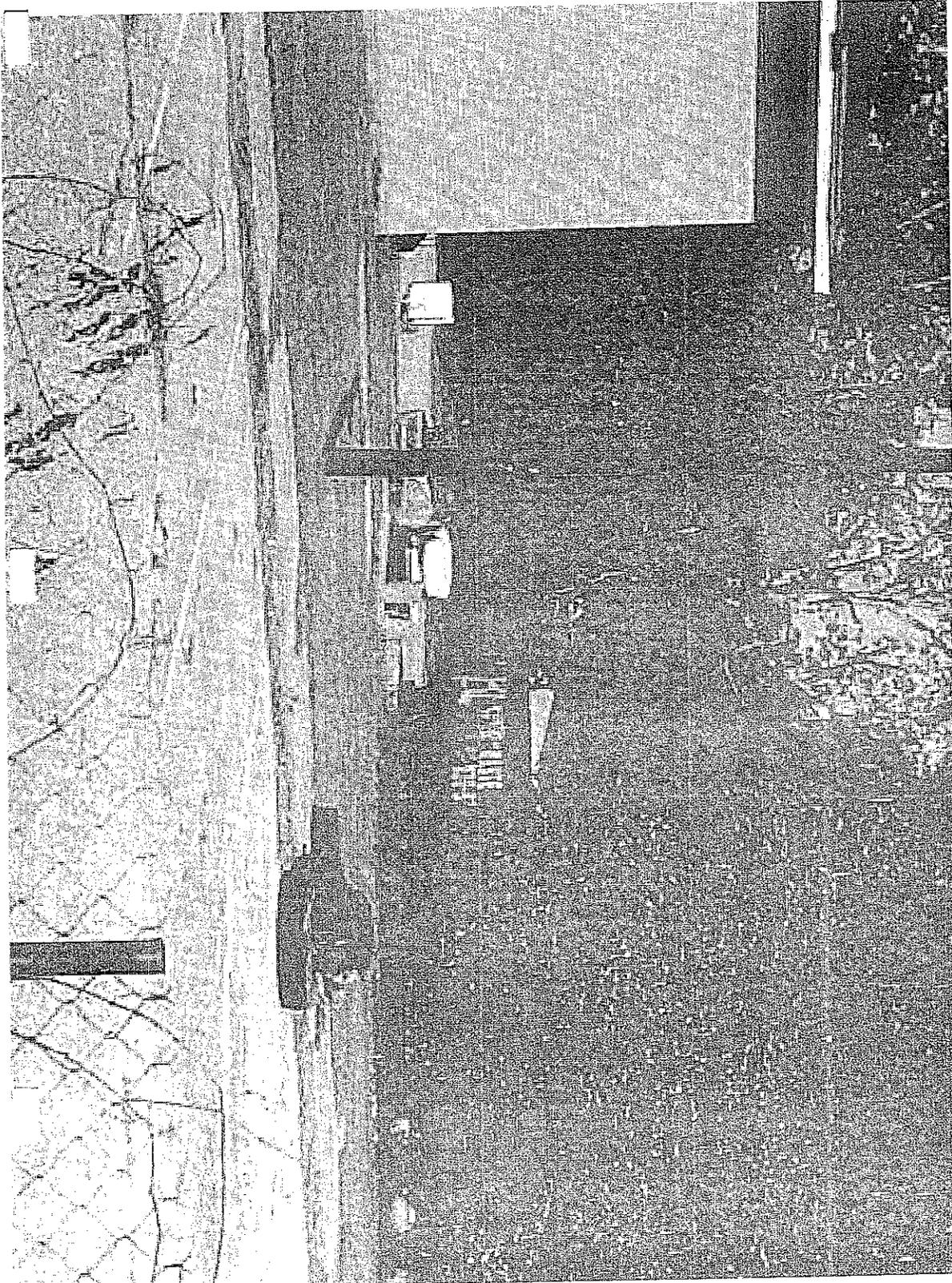




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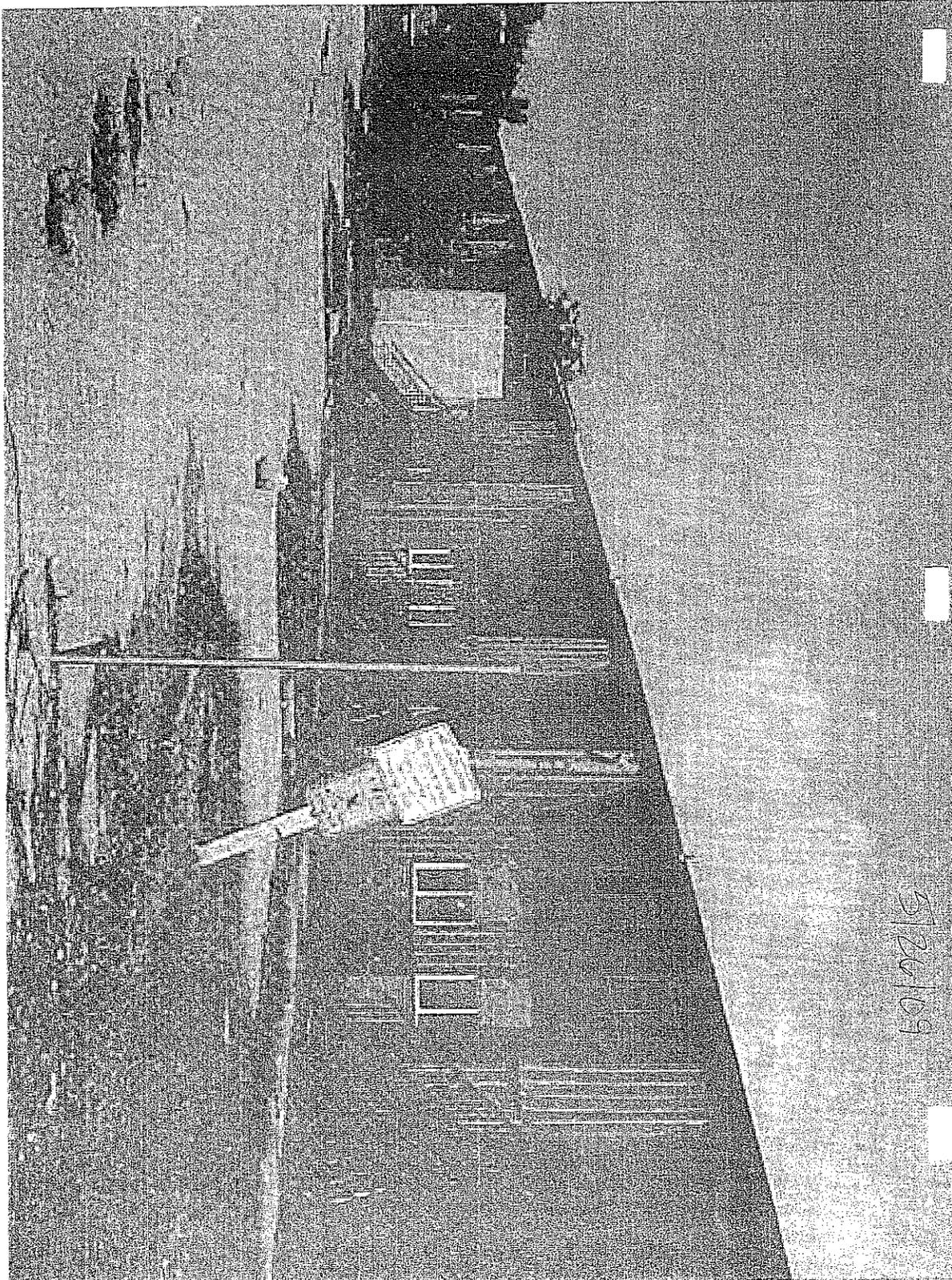


5/26/09

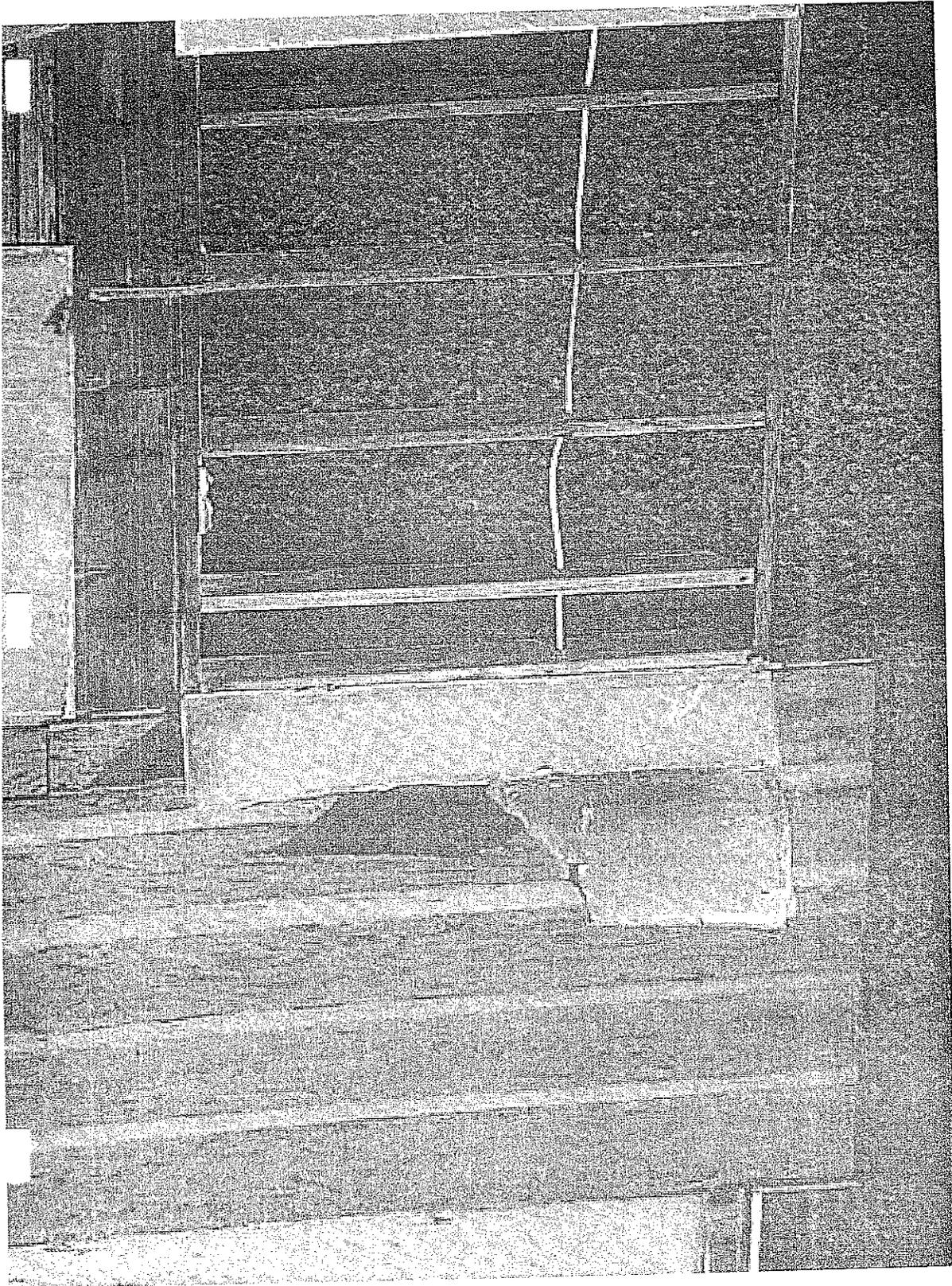


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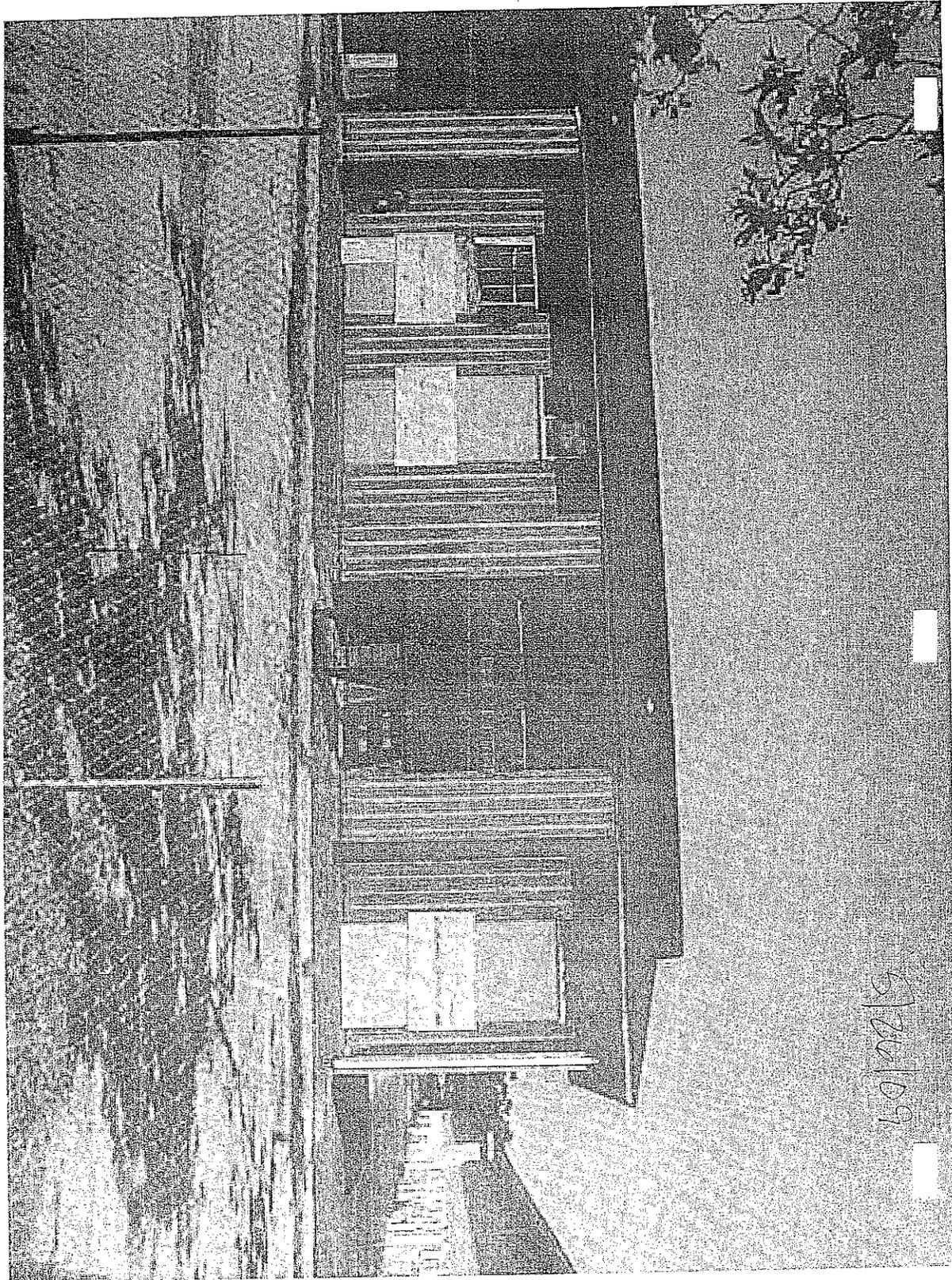


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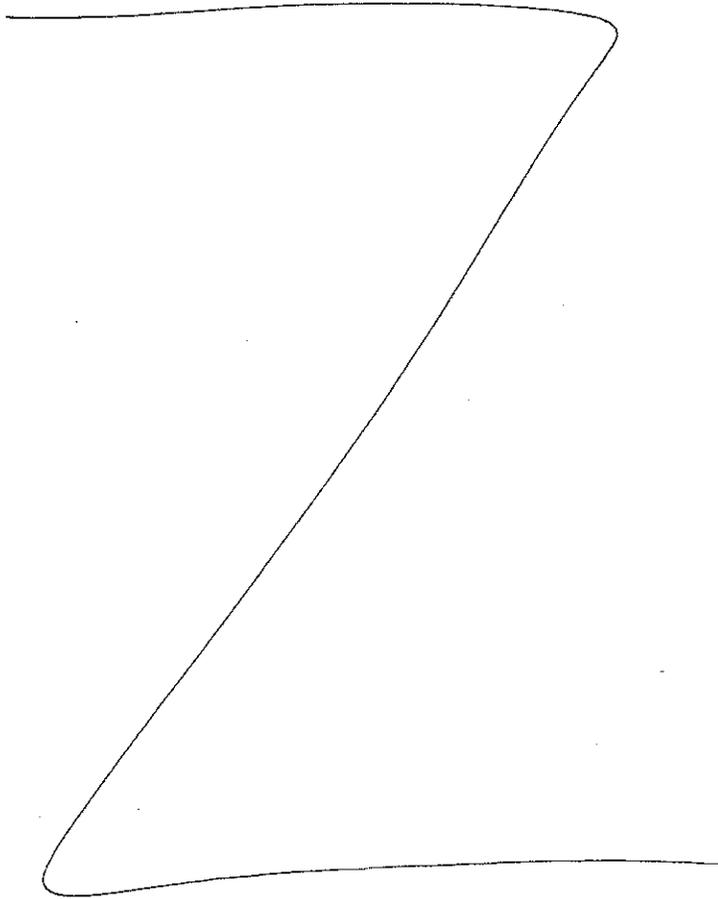


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6/20/09



After considerable discussion, Alderman Anderson made motion seconded by Alderman Burton requesting a report on the status of the property at the June 23, 2009, meeting of the Board of Aldermen.

Upon continued discussion, Alderman Lishen made substitute motion seconded by Alderman McNary and unanimously carried directing Claire Leatherwood, Zoning Enforcement Officer, to draft a letter to William Alex Brady, II, Esquire, representing Pecan Village Apartments, LLC, notifying that

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aforesaid blighted property, exclusive of buildings, must be brought into compliance with the International Property Code within thirty (30) days or the adjudication process will begin.

Alderman Lishen made motion seconded by Alderman Anderson and unanimously carried to adjourn the public hearing.

Be it remembered that a recess meeting of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, was begun and held at the Long Beach School District Central Office, 19148 Commission Road, in said City at 6:00 p.m., it being the time, date, and place fixed by the Mayor and Board of Aldermen recessing the meeting of May 6, 2009.

There were present and in attendance on said Board and at the meeting the following named persons: Mayor William Skellie, Jr., Aldermen Joseph McNary, Mark Lishen, Carolyn Anderson, Richard Burton, and Deputy City Clerk Stacey Dahl.

Absent the meeting were Aldermen Richard Notter, Allen D. Holder, Jr., Charles Boggs, and City Attorney James C. Simpson, Jr.

There being a quorum present and sufficient to transact the business of the City, the following proceedings were had and done.

Due to a public hearing, the meeting was called to order late. The Clerk reported that pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on April 7, 2009, that she did cause to be published in The Sun Herald, a newspaper with a general circulation in the City of Long Beach and published in Harrison County, Legal Notice, Advertisement for Bids, KITCHEN EQUIPMENT SENIOR CITIZEN FACILITY, as evidenced by the Publisher's Proof of Publication.

Alderman Lishen made motion seconded by Alderman Anderson and unanimously carried to spread said Proof of Publication upon the minutes of this meeting in words and figures as follows:

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PROOF OF PUBLICATION

ADVERTISEMENT FOR BIDS
City of Long Beach, Mississippi
The City of Long Beach, Mississippi, will receive bids for: KITCHEN EQUIPMENT SENIOR CITIZEN FACILITY (RE-BID) at the Office of the City Clerk.

Temporary City Hall on Klondyke Road, Long Beach, Mississippi, during normal office hours at any time prior to the designated bid date, or at the temporary meeting place at Long Beach School District Office on Commission Road at 6:00 PM on the designated date for the bid opening. Bids will be publicly opened and read aloud at the regular meeting of the Board of Aldermen at 6:00 P.M., May 19, 2009.

Bids are invited to furnish and install kitchen equipment for the Senior Citizen Facility located at Daugherty Road Recreation Park in Long Beach, Mississippi. Contract Documents and Technical Specifications, are on file at the Office of City Clerk, at City Hall, Long Beach, Mississippi.

Contract Documents and Technical Specifications may be obtained at the office of A. Garner Russell & Associates, Inc., Consulting Engineers, Hewes Avenue at 33rd Street (Post Office Box 1877), Gulfport, Mississippi 39507, upon payment of \$50.00 non-refundable fee.

A certified check or bank draft payable to the order of City of Long Beach, Mississippi, negotiable U. S. Government bonds (at par value), or a satisfactory Bid Bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the total bid for City of Long Beach: KITCHEN EQUIPMENT SENIOR CITIZEN FACILITY, shall be submitted with each bid.

For bids exceeding \$50,000 Bidder must indicate his Certificate of Responsibility Number on outside of sealed proposal as required by Mississippi Law. For bids not exceeding \$50,000, Bidder must either indicate his Certificate Number, or else, write clearly "Bid does not exceed \$50,000."

The City of Long Beach, Mississippi, reserves the right to reject any or all bids or to waive any informalities in the bidding.

Bids may be held by the City of Long Beach, Mississippi, for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract. Done by order of the Mayor and Board of Aldermen, April 7, 2009.

City of Long Beach, Mississippi
adv. 20, 27, 28 Mon By:
S/REBECCA SCHRUFF
Title: CITY CLERK
Publish: April 20 and April 27, 2009
1320203

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Julie Garner who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a newspaper published in the city of Gulfport, in Harrison County, Mississippi, and the publication of the notice, a copy of which is hereto attached, has been made in said paper 2 times in the following numbers and on the following dates of such paper, viz:

- Vol. 125 No., 169 dated 20 day of Apr, 20 09
- Vol. 125 No., 207 dated 27 day of Apr, 20 09
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____

Affiant further states on oath that said newspaper has been established and published continuously in said country for a period of more than twelve months next prior to the first publication of said notice.

[Signature]
Clerk 28

Sworn to and subscribed before me this 28 day of Apr, A.D., 20 09

KANDI A. BERKLEY
Notary Public, State of Mississippi
Harrison County
My Commission Expires
April 05, 2010
[Signature]
Notary Public

Printer's Fee \$ _____
Furnishing proof of publication \$ _____
TOTAL..... \$ _____

The clerk reported that one (1) bid was properly filed, whereupon, said bid was opened and read aloud, as follows:

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Flagstar Construction Company, Inc.
14116 Customs Blvd., Ste. 105
Gulfport, MS 39503

Certificate of Responsibility # 10817
Bidder acknowledges Addendums #1, #2, and #3
Bid Bond Included
Bid Amount \$171,000.00

Upon brief discussion, Alderman Lishen made motion seconded by Alderman Anderson and unanimously carried to take the aforementioned bid under advisement.

Alderman Anderson made motion seconded by Alderman Burton and unanimously carried to authorize advertisement for three (3) bids, HARBOR REPAIRS, PHASE VII (DREDGING), INFRASTRUCTURE REPAIRS, PROJECT AREA VI, and HURRICANE KATRINA RECOVERY REPAIRS AND RETROFIT TO FIRE STATIONS 1 AND 3, said bids to be opened July 7, 2009.

There were no announcements, presentations, or proclamations.

Alderman Anderson made motion seconded by Alderman McNary and unanimously carried to amend the Municipal Docket to include the following:
X.2.c. DEPARTMENTAL BUSINESS; CDBG-(2) Request for Cash; Payment of
(7) Invoices
XII. NEW BUSINESS;

- 2. Fire and Police New Hires
- 3. Appointment to Port Commission; Alderman Anderson
- 4. Progress Report; Alderman McNary

There were no public comments to the agenda.

Alderman McNary made motion seconded by Alderman Lishen and unanimously carried to approve the May 6, 2009, regular minutes of the Mayor and Board of Aldermen, as submitted.

Alderman Anderson made motion seconded by Alderman McNary and unanimously carried to approve the May 14, 2009, regular minutes of the Planning Commission, as submitted.

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Alderman McNary made motion seconded by Alderman Lishen and unanimously carried to approve the May 21, 2009, regular minutes of the Port Commission, as submitted.

Alderman Anderson made motion seconded by Alderman McNary and unanimously carried to approve the bills as listed on Docket of Claims #051909, as listed.

Alderman Lishen made motion seconded by Alderman Anderson and unanimously carried to extend the Proclamation of Civil Emergency - Hurricane Katrina and Hurricane Gustav, to protect and preserve the public health and safety of the community.

Alderman Lishen made motion seconded by Alderman McNary and unanimously carried to approve payment number 13, Flagstar Construction Company Inc., Senior Citizen and Recreation Facility, as follows:

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2006 ASPEN COVE • BRANDON, MS • 39042
flagstar@bellsouth.net

(601) 824-4646
www.flagstarconstruction.com

FAX: (601) 824-3929

April 29, 2009

City of Long Beach, MS
P.O. Box 929
Long Beach, MS 39560

Re: Long Beach Senior Citizen & Recreation Facility
Long Beach, MS

Enclosed are one (1) original and five (5) copies of our Application and Certificate for Payment for the above referenced project. The updated Construction Schedule is attached behind each copy of the application.

Also attached is the Standard Form 271 completed for this period.

We are not requesting any weather related delays for the period 03/27/2009 through 04/29/2009.

Please review and place in line for payment.

Sincerely,

A handwritten signature in cursive script, appearing to read "Rita K. Alexander".

Rita K. Alexander
Project Coordinator

/rka

enclosures

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Application and Certificate for Payment

TO OWNER: City of Long Beach, MS
645 Klondyke Rd
P.O. Box 929
Long Beach, MS 39560

PROJECT: Long Beach Senior Citizen & Recreation Facility
Daugherty Rd
Long Beach, MS 39560

FROM: Flagstar Construction Company, Inc.
2006 Aspen Cove
Brandon, MS 39042

VIA ARCHITECT: Larson Krumer & Associates
701 North York Rd
Hindale, IL 60521

APPLICATION NO.: 013
PERIOD TO: April 29, 2009
CONTRACT FOR: General Construction
CONTRACT DATE: February 15, 2008
PROJECT NOS: 8273 / 1367 / 8273

Distribution to:
OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM \$ 2,906,086.00
- 2. NET CHANGE BY CHANGE ORDERS \$ 763,301.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 3,669,387.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 3,539,730.00

- 5. RETAINAGE:
 - a. 2.5 % of Completed Work \$ 88,993.75
(Column D + E on G703)
 - b. 2.5 % of Stored Material \$ 0.00
(Column F on G703)

- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 88,993.75
- 6. TOTAL EARNED LESS RETAINAGE \$ 3,470,736.25
(Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 2,835,209.33
(Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE \$ 635,546.93
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 558,515.00	\$ 2,235.00
Total approved this Month	\$ 207,021.00	\$ 0.00
TOTALS	\$ 765,536.00	\$ 2,235.00
NET CHANGES by Change Order	\$	\$ 763,301.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By: [Signature] Date: April 29, 2009
Contractor: [Signature]
County of Rankin

Notary Public for the State of Mississippi
My Commission expires: August 14, 2012
Notary Public: [Signature]
Notary Public: [Signature]
Notary Public: [Signature]

ARCHITECT'S CERTIFICATE FOR PAYMENT
In accordance with the Contract Documents, based on the data comprising this application, the Architect certifies to the Owner that the Architect's knowledge, information and belief the Work has progressed and the Contractor is entitled to payment of the amount certified.

AMOUNT CERTIFIED \$ 635,546.93
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: [Signature] Date: 5/4/09
Architect: [Signature]

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Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 013
APPLICATION DATE: 04/29/2009
PERIOD TO: 04/29/2009
ARCHITECT'S PROJECT NO.: 8273

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
1	Contract Bond	21,597.00	21,597.00	0.00	0.00	0.00	21,597.00	100.00 %	0.00	0.00
2	Sales Tax	101,713.00	80,876.00	17,785.00	0.00	0.00	98,661.00	97.00 %	3,052.00	0.00
3	Mobilization	4,650.00	4,650.00	0.00	0.00	0.00	4,650.00	100.00 %	0.00	0.00
4	ALLOWANCE: Testing	5,000.00	5,000.00	0.00	0.00	0.00	2,906.00	58.12 %	2,094.00	0.00
5	General Conditions	59,572.00	55,998.00	3,574.00	0.00	0.00	59,572.00	100.00 %	0.00	0.00
6	Supervision	94,044.00	88,401.00	2,822.00	0.00	0.00	91,223.00	97.00 %	2,821.00	0.00
7	Final Cleaning	3,770.00	0.00	1,508.00	0.00	0.00	1,508.00	40.00 %	2,262.00	0.00
8	Layout	6,464.00	6,464.00	0.00	0.00	0.00	6,464.00	100.00 %	0.00	0.00
9	Equipment	9,197.00	9,197.00	0.00	0.00	0.00	9,197.00	100.00 %	0.00	0.00
10	Clear Site	25,912.00	25,912.00	0.00	0.00	0.00	25,912.00	100.00 %	0.00	0.00
11	Fill Dirt @ Building	57,348.00	57,348.00	0.00	0.00	0.00	57,348.00	100.00 %	0.00	0.00
12	Fill Dirt @ Paving	53,846.00	53,846.00	0.00	0.00	0.00	53,846.00	100.00 %	0.00	0.00
13	Storm Drainage	28,623.00	28,623.00	0.00	0.00	0.00	28,623.00	100.00 %	0.00	0.00
14	Erosion Control	9,468.00	9,468.00	0.00	0.00	0.00	9,468.00	100.00 %	0.00	0.00
15	Seeding	13,498.00	0.00	13,498.00	0.00	0.00	13,498.00	100.00 %	0.00	0.00
16	Sidewalks	20,689.00	20,689.00	0.00	0.00	0.00	20,689.00	100.00 %	0.00	0.00
17	Dumpster Pad	6,456.00	6,456.00	0.00	0.00	0.00	6,456.00	100.00 %	0.00	0.00
18	Grade Ditches/Site	16,995.00	16,995.00	0.00	0.00	0.00	16,995.00	100.00 %	0.00	0.00
19	Crushed Concrete	100,200.00	100,200.00	0.00	0.00	0.00	100,200.00	100.00 %	0.00	0.00
20	Concrete Form Labor	32,791.00	32,791.00	0.00	0.00	0.00	32,791.00	100.00 %	0.00	0.00
21	Concrete Form Material	17,764.00	17,764.00	0.00	0.00	0.00	17,764.00	100.00 %	0.00	0.00
22	Concrete Labor	28,217.00	28,217.00	0.00	0.00	0.00	28,217.00	100.00 %	0.00	0.00

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23	Concrete Material	107,613.00	107,613.00	0.00	0.00	0.00	0.00	107,613.00	100.00	%	0.00	0.00
24	Concrete Finishing	16,325.00	16,325.00	0.00	0.00	0.00	0.00	16,325.00	100.00	%	0.00	0.00
25	Territe Treatment	4,602.00	4,602.00	0.00	0.00	0.00	0.00	4,602.00	100.00	%	0.00	0.00
26	Rebar Labor	13,895.00	13,895.00	0.00	0.00	0.00	0.00	13,895.00	100.00	%	0.00	0.00
27	Rebar Material	26,854.00	26,854.00	0.00	0.00	0.00	0.00	26,854.00	100.00	%	0.00	0.00
28	Auger Cast Piling	142,291.00	142,291.00	0.00	0.00	0.00	0.00	142,291.00	100.00	%	0.00	0.00
29	Masonry Material	159,625.00	159,625.00	0.00	0.00	0.00	0.00	159,625.00	100.00	%	0.00	0.00
30	Masonry Labor	133,346.00	133,346.00	0.00	0.00	0.00	0.00	133,346.00	100.00	%	0.00	0.00
31	Masonry Rebar	10,928.00	10,928.00	0.00	0.00	0.00	0.00	10,928.00	100.00	%	0.00	0.00
32	Misc Steel Material	26,005.00	26,005.00	0.00	0.00	0.00	0.00	26,005.00	100.00	%	0.00	0.00
33	Misc Steel Labor	8,439.00	8,439.00	0.00	0.00	0.00	0.00	8,439.00	100.00	%	0.00	0.00
34	ALLOWANCE: Millwork	25,000.00	25,000.00	0.00	0.00	0.00	0.00	25,000.00	100.00	%	0.00	0.00
35	Carpentry Material	4,945.00	4,945.00	0.00	0.00	0.00	0.00	4,945.00	100.00	%	0.00	0.00
36	Carpentry Labor	4,840.00	4,840.00	0.00	0.00	0.00	0.00	4,840.00	100.00	%	0.00	0.00
37	Hollow Metal Material	12,170.00	12,170.00	0.00	0.00	0.00	0.00	12,170.00	100.00	%	0.00	0.00
38	Hollow Metal Labor	2,534.00	2,534.00	0.00	0.00	0.00	0.00	2,534.00	100.00	%	0.00	0.00
39	Wood Door Material	5,845.00	5,845.00	0.00	0.00	0.00	0.00	5,845.00	100.00	%	0.00	0.00
40	Wood Door Labor	769.00	769.00	0.00	0.00	0.00	0.00	769.00	100.00	%	0.00	0.00
41	ALLOWANCE: Hardware	15,000.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00	100.00	%	0.00	0.00
42	Hardware Labor	5,656.00	5,656.00	0.00	0.00	0.00	0.00	5,656.00	100.00	%	0.00	0.00
43	Colling Doors	9,052.00	9,052.00	0.00	0.00	0.00	0.00	9,052.00	100.00	%	0.00	0.00
44	Storefronts/Windows	91,633.00	91,633.00	0.00	0.00	0.00	0.00	91,633.00	100.00	%	0.00	0.00
45	Metal Studs/Insulation	42,402.00	42,402.00	0.00	0.00	0.00	0.00	42,402.00	100.00	%	0.00	0.00
46	Lay In Ceilings	48,970.00	48,970.00	0.00	0.00	0.00	0.00	48,970.00	100.00	%	0.00	0.00
47	Gypsum Board and Finishing	21,246.00	20,821.00	425.00	0.00	0.00	0.00	21,246.00	100.00	%	0.00	0.00
48	Painting	45,650.00	31,955.00	13,695.00	0.00	0.00	0.00	45,650.00	100.00	%	0.00	0.00
49	Ceramic Tile	53,803.00	31,744.00	22,059.00	0.00	0.00	0.00	53,803.00	100.00	%	0.00	0.00
50	VCT	56,645.00	0.00	56,645.00	0.00	0.00	0.00	56,645.00	100.00	%	0.00	0.00
51	Fiberglass Columns	4,145.00	4,145.00	0.00	0.00	0.00	0.00	4,145.00	100.00	%	0.00	0.00
52	Block Sealer	23,500.00	0.00	23,500.00	0.00	0.00	0.00	23,500.00	100.00	%	0.00	0.00
53	Toilet Partitions	6,382.00	5,297.00	0.00	0.00	0.00	0.00	6,382.00	100.00	%	0.00	0.00
54	Toilet Accessories	7,392.00	0.00	7,392.00	0.00	0.00	0.00	7,392.00	100.00	%	0.00	0.00
55	Fire Extinguishers	524.00	0.00	0.00	0.00	0.00	0.00	524.00	100.00	%	0.00	0.00

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Minutes of May 26, 2009
Mayor and Board of Aldermen

56	Metal Building Material	309,911.00	309,911.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
57	Metal Building Erection	111,618.00	108,269.00	3,349.00	0.00	0.00	111,618.00	100.00 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
58	Insulation	15,297.00	15,297.00	0.00	0.00	0.00	15,297.00	100.00 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
59	Engineering Comm. Building	7,800.00	7,800.00	0.00	0.00	0.00	7,800.00	100.00 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60	PLUMBING:	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
61	Slab Rough In	24,373.00	24,373.00	0.00	0.00	0.00	24,373.00	100.00 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
62	Site Sewer/Water	17,049.00	17,049.00	0.00	0.00	0.00	17,049.00	100.00 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
63	Vents Through Roof	12,896.00	6,448.00	6,448.00	0.00	0.00	12,896.00	100.00 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
64	Copper Water Piping	19,672.00	19,672.00	0.00	0.00	0.00	19,672.00	100.00 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
65	Domestic Insulation	9,180.00	0.00	9,180.00	0.00	0.00	9,180.00	100.00 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
66	Punching Fixtures	40,874.00	0.00	40,874.00	0.00	0.00	40,874.00	100.00 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
67	Sewer/Water Taps	21,300.00	21,300.00	0.00	0.00	0.00	21,300.00	100.00 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
68	Gas Piping	9,372.00	0.00	9,372.00	0.00	0.00	9,372.00	100.00 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
69	Road Repair	2,585.00	2,585.00	0.00	0.00	0.00	2,585.00	100.00 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
70	FIRE PROTECTION:	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
71	Shop Drawings/Submittals	3,825.00	3,825.00	0.00	0.00	0.00	3,825.00	100.00 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
72	Rough In Materials	28,634.00	28,634.00	0.00	0.00	0.00	28,634.00	100.00 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
73	Rough In Labor	16,030.00	14,427.00	1,603.00	0.00	0.00	16,030.00	100.00 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
74	Trim Material	1,093.00	0.00	1,093.00	0.00	0.00	1,093.00	100.00 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
75	Trim Labor	1,093.00	0.00	1,093.00	0.00	0.00	1,093.00	100.00 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
76	Equipment	765.00	765.00	0.00	0.00	0.00	765.00	100.00 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
77	HVAC:	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
78	HVAC Equipment	77,562.00	77,562.00	0.00	0.00	0.00	77,562.00	100.00 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
79	Grills and Fans	85,427.00	39,296.00	45,276.00	0.00	0.00	85,427.00	99.00 %	855.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
80	Ductwork	43,716.00	38,470.00	5,246.00	0.00	0.00	43,716.00	100.00 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
81	Copper Lines	6,557.00	6,557.00	0.00	0.00	0.00	6,557.00	100.00 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
82	Test and Balance	10,929.00	0.00	10,929.00	0.00	0.00	10,929.00	100.00 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
83	Controls	10,929.00	9,290.00	1,639.00	0.00	0.00	10,929.00	100.00 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
84	ELECTRICAL:	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
85	Electrical Fixtures Material	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	100.00 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
86	Fixture Installation	6,557.00	3,279.00	1,967.00	0.00	0.00	5,246.00	80.01 %	1,311.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
87	Fixture/Receptacle Rough In	26,219.00	26,219.00	0.00	0.00	0.00	26,219.00	100.00 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
88	Final Trim Out	3,278.00	0.00	3,278.00	0.00	0.00	3,278.00	100.00 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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Minutes of May 26, 2009
Mayor and Board of Aldermen

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89	Kitchen Equip/Water Heater	13,115.00	12,459.00	656.00	0.00	0.00	13,115.00	100.00 %	0.00	0.00	0.00
90	Tele/Data Rough In	1,093.00	1,093.00	0.00	0.00	0.00	1,093.00	100.00 %	0.00	0.00	0.00
91	Tele/Data Trim Out	16,393.00	3,279.00	8,196.00	0.00	0.00	11,475.00	70.00 %	4,918.00	0.00	0.00
92	AC Equipment Hook Up	16,393.00	13,114.00	3,279.00	0.00	0.00	16,393.00	100.00 %	0.00	0.00	0.00
93	Fire Alarm Material	7,760.00	7,760.00	0.00	0.00	0.00	7,760.00	100.00 %	0.00	0.00	0.00
94	Fire Alarm Labor	2,076.00	1,038.00	416.00	0.00	0.00	1,454.00	70.04 %	622.00	0.00	0.00
95	Service/Feeders	21,858.00	19,672.00	2,186.00	0.00	0.00	21,858.00	100.00 %	0.00	0.00	0.00
96	Mobilization/Temp Service	6,557.00	6,557.00	0.00	0.00	0.00	6,557.00	100.00 %	0.00	0.00	0.00
97	CHANGE ORDER NO 001	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00	0.00
97	Add Builders Risk Insurance	54,233.00	54,233.00	0.00	0.00	0.00	54,233.00	100.00 %	0.00	0.00	0.00
97	CHANGE ORDER NO 002	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00	0.00
98	Delete Manhole	-2,235.00	-2,235.00	0.00	0.00	0.00	-2,235.00	100.00 %	0.00	0.00	0.00
98	CHANGE ORDER NO 003	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00	0.00
99	Contract Bond	6,039.00	6,039.00	0.00	0.00	0.00	6,039.00	100.00 %	0.00	0.00	0.00
100	Sales Tax	17,650.00	8,259.00	8,862.00	0.00	0.00	17,121.00	97.00 %	529.00	0.00	0.00
101	Insurance	8,463.00	8,463.00	0.00	0.00	0.00	8,463.00	100.00 %	0.00	0.00	0.00
102	General Conditions	9,632.00	6,261.00	0.00	0.00	0.00	6,261.00	65.00 %	3,371.00	0.00	0.00
103	Supervision	10,897.00	7,083.00	0.00	0.00	0.00	7,083.00	65.00 %	3,814.00	0.00	0.00
104	Final Cleaning	839.00	0.00	0.00	0.00	0.00	0.00	0.00 %	839.00	0.00	0.00
105	Anchoring, Fastening	3,715.00	3,715.00	0.00	0.00	0.00	3,715.00	100.00 %	0.00	0.00	0.00
106	Masonry	60,975.00	60,975.00	0.00	0.00	0.00	60,975.00	100.00 %	0.00	0.00	0.00
107	Rough Carpentry	2,790.00	0.00	2,790.00	0.00	0.00	2,790.00	100.00 %	0.00	0.00	0.00
108	Reinforcing	2,182.00	2,182.00	0.00	0.00	0.00	2,182.00	100.00 %	0.00	0.00	0.00
109	Structural Steel	2,182.00	2,182.00	0.00	0.00	0.00	2,182.00	100.00 %	0.00	0.00	0.00
110	Steel Erection	644.00	0.00	644.00	0.00	0.00	644.00	100.00 %	0.00	0.00	0.00
111	ALLOW ANCE:Stage and Walls	32,000.00	0.00	20,800.00	0.00	0.00	20,800.00	65.00 %	11,200.00	0.00	0.00
112	Hollow Metal Material	1,162.00	1,162.00	0.00	0.00	0.00	1,162.00	100.00 %	0.00	0.00	0.00
113	Hollow Metal Labor	258.00	52.00	206.00	0.00	0.00	258.00	100.00 %	0.00	0.00	0.00
114	Wood Door Material	704.00	0.00	704.00	0.00	0.00	704.00	100.00 %	0.00	0.00	0.00
115	Wood Door Labor	86.00	0.00	86.00	0.00	0.00	86.00	100.00 %	0.00	0.00	0.00
116	Finish Hardware Material	1,790.00	0.00	1,790.00	0.00	0.00	1,790.00	100.00 %	0.00	0.00	0.00
117	Finish Hardware Labor	716.00	0.00	716.00	0.00	0.00	716.00	100.00 %	0.00	0.00	0.00
118	Storefronts	35,781.00	33,276.00	2,505.00	0.00	0.00	35,781.00	100.00 %	0.00	0.00	0.00

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Minutes of May 26, 2009
Mayor and Board of Aldermen

119	Gypsum Assemblies	51,322.00	3,079.00	48,243.00	0.00	51,322.00	100.00 %	0.00	0.00
120	VCT	13,350.00	0.00	13,350.00	0.00	13,350.00	100.00 %	0.00	0.00
121	Columns	4,681.00	4,213.00	468.00	0.00	4,681.00	100.00 %	0.00	0.00
122	Block Fill Coating	1,119.00	0.00	1,119.00	0.00	1,119.00	100.00 %	0.00	0.00
123	Metal Building Material	109,753.00	109,753.00	0.00	0.00	109,753.00	100.00 %	0.00	0.00
124	Metal Building Erection	15,384.00	13,846.00	1,538.00	0.00	15,384.00	100.00 %	0.00	0.00
125	Metal Building Insulation	3,172.00	3,172.00	0.00	0.00	3,172.00	100.00 %	0.00	0.00
126	Finishing at Porch	11,188.00	2,238.00	7,272.00	0.00	9,510.00	85.00 %	1,678.00	0.00
127	Fire Protection	10,050.00	10,050.00	0.00	0.00	10,050.00	100.00 %	0.00	0.00
128	HVAC	72,162.00	53,400.00	18,762.00	0.00	72,162.00	100.00 %	0.00	0.00
129	Electrical	13,596.00	0.00	13,596.00	0.00	13,596.00	100.00 %	0.00	0.00
	CHANGE ORDER 004	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
130	Relocate/modifications to room	13,903.00	3,059.00	5,978.00	0.00	9,037.00	65.00 %	4,866.00	0.00
131	Relocate/modifications to recreational storage room at gym	6,557.00	6,557.00	0.00	0.00	6,557.00	100.00 %	0.00	0.00
132	Construction of shower and laundry room for seniors	16,589.00	14,100.00	2,489.00	0.00	16,589.00	100.00 %	0.00	0.00
133	Modifications to dumpster pad per Dept of Health	5,640.00	5,640.00	0.00	0.00	5,640.00	100.00 %	0.00	0.00
	CHANGE ORDER 005	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
134	Upgrade to rubberized sports flooring	69,788.00	0.00	69,788.00	0.00	69,788.00	100.00 %	0.00	0.00
135	Add gym equipment	54,521.00	0.00	44,708.00	0.00	44,708.00	82.00 %	9,813.00	0.00
136	Add telescoping bleachers	40,023.00	0.00	0.00	0.00	0.00	0.00 %	40,023.00	0.00
	GRAND TOTAL	\$ 3,669,387.00	\$ 2,907,907.00	\$ 651,843.00	\$ 0.00	\$ 3,559,750.00	97.01 %	\$ 109,637.00	\$ 0.00

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Minutes of May 26, 2009
Mayor and Board of Aldermen

CMS
COMMERCIAL MILLWORK SPECIALIST, INC
1518 B 28TH ST.
GULFPORT, MS 39501
228-868-3888
FAX 868-5456

March 5, 2009

Flagstar Construction

Attn. Bob

Re. Senior Citizen Center

**WE PROPOSE TO FURNISH ALL LABOR, MATERIALS AND
INSURANCE TO FURNISH AND INSTALL THE FOLLOWING:**

1. 32' p-lam open upper cabinets
2. 12' p-lam upper cabinets
3. 42' solid surface counter

\$21,250.00
Tax Excluded

If you have any questions, please call me.

Thank you,

Trey Pennell

*Millwork
Allowance*

Minutes of May 26, 2009
Mayor and Board of Aldermen

CMS
COMMERCIAL MILLWORK SPECIALIST, INC
1518 B 28TH ST.
GULFPORT, MS 39501
228-868-3888
FAX 868-5456

March 23, 2009

Flagstar Construction

Attn. Bob

Re. Senior Citizen Center

WE ARE PLEASE TO QUOTE THE FOLLOWING:

Cost impact to upgrade Corian to color group E or F

\$ 832.00
Tax Excluded

If you have any questions, please call me.

Thank you,

Trey Pennell

*Millwork
Allowance*

Minutes of May 26, 2009 Mayor and Board of Aldermen

Job Title: Long Beach Senior Center
Daugherty Road
Long Beach, MS

FLAGSTAR CONSTRUCTION
14116 Customs Blvd, Ste. 105
Gulfport, MS 39507

Contract No.:
Start Date: 03/17/08
Orig. Finish Date: 02/15/2009
Revised Finish Date: 03/31/2009

DESCRIPTION	November-08		December-08		January-09		February-09		March-09		April-09		May-09		June-09				
	1-8	9-15	16-22	23-29	1-8	9-15	16-22	23-31	1-7	8-14	15-21	22-28	29-31	1-7	8-14	15-21	22-28	29-31	
35 PLUMBING SLAB ROUGH-IN																			
36 SITE WATER / SEWER																			
37 VENTS THRU ROOF																			
38 COPPER WATER PIPING																			
39 DOMESTIC INSULATION																			
40 FIXTURE INSTALLATION																			
41 GAS PIPING																			
42 FIRE PROTECTION ROUGH-IN																			
43 FIRE PROTECTION TRIM-OUT																			
44 HVAC EQUIPMENT																			
45 DUCTWORK																			
46 COPPER LINES																			
47 GRILLS / FANS																			
48 CONTROLS																			
49 TEST & BALANCE																			
50 ELECTRICAL FIXTURE ROUGH-IN																			
51 RECEPTACLE ROUGH-IN																			
52 FIXTURES																			
53 FIXTURE INSTALLATION																			
54 RECEPTACLE TRIM-OUT																			
55 KITCHEN EQUIP. ROUGH-IN																			
56 TELE. / DATA ROUGH-IN																			
57 TELE. / DATA TRIM-OUT																			
58 AC EQUIP. HOOK-UP																			
59 FIRE ALARM MATERIAL																			
60 FIRE ALARM INSTALLATION																			
61 SERVICE / FEEDERS																			
62 PUNCH LIST																			
63																			
64																			
65																			
66																			
67																			
68																			

[REDACTED]

Minutes of May 26, 2009
Mayor and Board of Aldermen

MEMO

DATE: April 30, 2009
TO: Honorable William Skellie, Jr.
City of Long Beach
FROM: Ann Frazier
Jimmy G. Gouras Urban Planning
RE: City of Long Beach
Community Revitalization Grant
CDBG Project #R-109-235-02-KCR
Municipal Complex Project
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. Jimmy G. Gouras Urban Planning Consultants, Inc.
Invoice Number 5929 in the amount of \$5,011.16
For administration expense
2. JBHM Architects, P.A.
Invoice Number 11 in the amount of \$5,815.53
For architect/engineering expenses
3. Starks Contracting Company
Application Number 1 in the amount of \$142,615.90
For construction of a public building

Also enclosed is "Request for Cash and Summary Support Sheet No. 13" in the amount of \$153,442.59 for payment of the above invoices.

Please have the above invoices and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 13" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
100 Cherry Street
Vicksburg, MS 39183

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

Enclosures

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

Minutes of May 26, 2009
Mayor and Board of Aldermen

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Mississippi Development Authority
REQUEST FOR CASH

Section A: General Information Applicant Name: City of Long Beach Mailing Address: Post Office Box 929 Street Address: City, State Zip: Long Beach, MS 39560 Telephone No.: 228-868-1596 Fax Number: 228-868-0822 Email Address: dlycra@cityoflongbeach.ms.gov		Bank Information Electronic Transfer: 065502691 Bank Account: 043036069 Bank Name: Hancock Bank Address: 101 Jeff Davis Avenue City, State Zip: Long Beach, MS 39560 Telephone No.: 228-868-1000		Section B: Project Information Grant No.: R-103-06 Contract No.: R-108-235-02-KCR Request No.: 13 FOR MDA USE ONLY Vendor No.: Dis Voucher Number:	
Section C: Request For Activity From: April 1, 2009 To: April 30, 2009 Services Rendered: THRU		Approval for Payment Signature: _____ Date: _____ Activity Numbers: _____			

Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	Activity Numbers
1 Administration	\$ 144,268.00	\$ 46,555.89	\$ 5,011.18	\$ 92,701.04	
2 Application Preparation	\$ 10,000.00	\$ 10,000.00	\$	\$	
3 Architect/Engineering Expense	\$ 343,971.00	\$ 290,344.06	\$ 5,815.53	\$ 47,811.41	
4 Contingency	\$ 324,134.00	\$	\$	\$ 324,134.00	
5 Construction of Public Building	\$ 4,545,301.00	\$ 25,843.00	\$ 142,615.90	\$ 4,376,842.10	
Total Expense	\$ 5,367,674.00	\$ 372,742.86	\$ 153,442.59	\$ 4,841,488.55	

I Herby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Herby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

Signature of Authorized Official: William Skellie, Jr.
 Date Signed: 5/26/09
 City: Pickens, CPA
 Prepared By: _____
 Date Prepared: 4/20/2009
 Typed Name and Title of Authorized Official: William Skellie, Jr., Mayor
 Preparer's Telephone No.: 228-374-0300

Minutes of May 26, 2009
Mayor and Board of Aldermen

Mississippi Development Authority
Cash Summary Support Sheet

Applicant: City of Long Beach Request No: 13 Grant Number: R-109-06
 Period Cost - Beginning: April 1, 2009 Ending Date: April 30, 2009 Contract Number: R-109-235-02-KCR

1. Activity: Administration Expense		Vendor Name	Invoice #	Invoice Amount (a)	Match Share (b)	Federal Share
A.	Administration Expense	Jimmy Gouras	5929	\$5,011.16		\$5,011.16
B.						
C.						
D.						
				Subtotal:		\$5,011.16

2. Activity: Architect/Engineer		Vendor Name	Invoice #	Invoice Amount (a)	Match Share (b)	Federal Share
A.	Architect/Engineer	JBLM	11	\$5,815.53		\$5,815.53
B.						\$0.00
C.						
D.						
				Subtotal:		\$5,815.53

3. Activity: Construction of Public Building		Vendor Name	Invoice #	Invoice Amount (a)	Match Share (b)	Federal Share
A.	Construction of Public Building	Starks Contracting Co	1	\$142,615.90		\$142,615.90
B.						
C.						
D.						
				Subtotal:		\$142,615.90

**Minutes of May 26, 2009
Mayor and Board of Aldermen**

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C/O
Page 1

Applicant City of Long Beach Request No: 13 Grant Number: R-109-08
 Cash Summary Support Sheet Contract Number: R-109-235-02-KCR Page 2 of 2

4. Activity:		Vendor Name		Invoice #	Invoice Amount	Match Share	Federal Share
					(a)	(b)	
A.	_____	_____	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____	_____	_____
				Subtotal:	_____	_____	_____
5. Activity:		Vendor Name		Invoice #	Invoice Amount	Match Share	Federal Share
					(a)	(b)	
A.	_____	_____	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____	_____	_____
				Subtotal:	_____	_____	_____
6. Activity:		Vendor Name		Invoice #	Invoice Amount	Match Share	Federal Share
					(a)	(b)	
A.	_____	_____	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____	_____	_____
				Subtotal:	_____	_____	_____
Cumulative Match Expended To Date:		Cumulative Federal Expended To Date:		GRAND TOTAL:	\$ 153,442.59	\$ -	\$ 153,442.59
		\$526,185.45					

I hereby Certify That: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expenses under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.
 I hereby Certify that the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

William Skellie, Jr., Mayor
 Typed Name and Title of Authorized Official
 Signature of Authorized Official

Minutes of May 26, 2009
Mayor and Board of Aldermen



GULF COAST OFFICE
2548 Beach Blvd, Ste. 100
Biloxi, Mississippi 39531

228.594.2200
FAX 228.594.2020
EMAIL info@jbhm.com

April 17, 2009

UPS Ground

William Skellie, Jr.
Mayor
City of Long Beach
645 Klondyke Road
Long Beach, MS 39560

Dear Mayor Skellie:

RE: LONG BEACH CITY HALL

I have enclosed two copies of the Application and Certificate for Payment Number 1 for pay period ending 03/30/09, in the amount of \$142,615.90 for the above referenced project. I am certifying the entire amount requested. Please issue a check to Starks Contracting Company, Inc. for the certified amount.

Please keep one copy of this application for your records and send one with the payment to the contractor. If you have questions concerning this action, please do not hesitate to contact me.

In addition, attached is the contractor's affidavit of payment.

Adverse weather information as applicable included: Yes

Updated progress schedule included: Yes

Sincerely,

Glenn Currie, AIA, Principal

MISSISSIPPI
Biloxi
Columbus
Jackson
Tupalo

TENNESSEE
Memphis

PARTNERS

JOSEPH S. HENDERSON, AIA
RICHARD H. MCNEEL, AIA
MICHAEL GREY JONES, AIA

PRINCIPALS

JACK W. BALLARD, AIA
GLENN CURRIE, AIA

cc: Christopher Gutierrez - Starks Contracting Company, Inc.
Ann Frazier - Jimmy Gouras and Associates
David Vicknair / Amy Wilson - Broaduss and Associates
Christopher Fields - MEMA
JBHM #07123.09

AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: Attn: William Skelton, Jr.
 Long Beach, City of
 645 Klondike Road
 Long Beach, MS 39560

FROM CONTRACTOR:
 Starks Contracting Company, Inc.
 P. O. Box 7149
 Biloxi, MS 39540-7101

PROJECT: 609
 609 - Long Beach New City Hall
 201 Jeff Davis Avenue
 Long Beach, MS 39560

VIA ARCHITECT:
 JEHM Architects, PA
 105 Court St (38804-3905) P. O. Box 1643
 Tupelo, MS 38802-1643

APPLICATION NO.: 1
PERIOD TO: 03/30/2009
CONTRACT FOR: Construct New City Hall
CONTRACT DATE: 01/28/2009
PROJECT NOS.: / /
 07123

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 4,398,000.00
2. Net change by Change Orders 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 4,398,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 150,122.00
5. RETAINAGE:
 - a. 5.0% % of Completed Work \$ 7,506.10
 - b. 5.0% % of Stored Material (Column F on G703) \$ 0.00
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 7,506.10
6. TOTAL EARNED LESS RETAINAGE \$ 142,615.90
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 0.00
8. CURRENT PAYMENT DUE \$ 142,615.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 4,255,384.10

CHANGE ORDER SUMMARY		
Total changes approved in previous months by Owner	ADDITIONS	DEDUCTIONS
\$ 0.00	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 0.00

NET CHANGES by Change Order: 0.00

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which Payment Certificates for Payment were issued and payments received from the Owner, and that current payment certificates have been issued.

CONTRACTOR: John A. Starks, Jr., Secretary/Treasurer
 State of: Mississippi
 County of: Harrison
 Subscribed and sworn to before me this 7th day of April 2009
 Notary Public: Brett T. Phifer
 My Commission expires: June 30, 2012

Date: 04/07/2009

ARCHITECT'S CERTIFICATE FOR PAYMENT

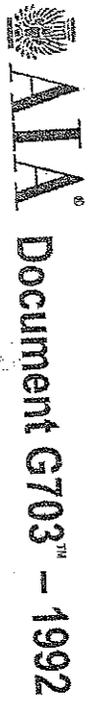
In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 142,615.90

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: *[Signature]* Date: 04/17/09

Minutes of May 26, 2009
Mayor and Board of Aldermen



Continuation Sheet

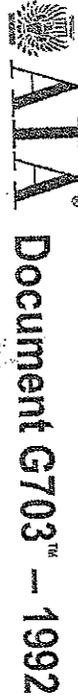
AIA Document G702, APPLICATION AND CERTIFICATION FROM ARCHITECTS, 609 - Long Beach New City Hall
containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column E on Contracts where variable retainage for time items may apply.

APPLICATION NO: 03/30/2009
APPLICATION DATE: 03/30/2009
PERIOD TO: 07/123
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+B)	THIS PERIOD					
0100	DIVISION 1-GENERAL REQUIREMENTS	\$87,200.00	\$0.00	\$87,200.00	\$0.00	\$87,200.00	100%	\$0.00	
0101	Insurance, Bonds, & Fees	\$153,680.00	\$0.00	\$5,247.00	\$0.00	\$5,247.00	3%	\$148,613.00	
0102	Contractor's Tax	\$92,830.00	\$0.00	\$3,971.00	\$0.00	\$3,971.00	4%	\$88,959.00	
0100	Supervision	\$47,550.00	\$0.00	\$1,983.00	\$0.00	\$1,983.00	4%	\$45,567.00	
01500	Temporary Facilities	\$20,020.00	\$0.00	\$20,020.00	\$0.00	\$20,020.00	100%	\$0.00	
01501	Mobilization	\$2,080.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,080.00	
01999	Project Close-Out		\$0.00	\$6,574.00	\$0.00	\$6,574.00	95%	\$345.00	
02000	DIVISION 2-SITE WORK	\$8,920.00	\$0.00	\$8,920.00	\$0.00	\$8,920.00	35%	\$19,531.00	
02100	Site Preparation	\$30,510.00	\$0.00	\$10,679.00	\$0.00	\$10,679.00	0%	\$19,770.00	
02200	Earthwork	\$10,770.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,770.00	
02501	Form Site Concrete	\$14,250.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$14,250.00	
02502	Concrete Walks & Ramps	\$48,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$48,200.00	
02503	Concrete Paving (Mtl)	\$9,350.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$9,350.00	
02504	Concrete Paving (Labor)	\$15,350.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$15,350.00	
02505	Dumpster Pad, Curb	\$24,980.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$24,980.00	
02700	Site Utilities and Drainage	\$25,410.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$25,410.00	
02900	Landscaping & Irrigation System	\$20,880.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$20,880.00	
02999	Other Site Work		\$0.00	\$3,687.00	\$0.00	\$3,687.00	5%	\$70,043.00	
03000	DIVISION 3-CONCRETE	\$73,730.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$53,370.00	
03100	Concrete Formwork	\$53,370.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$53,370.00	
03200	Concrete Reinforcement	\$82,650.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$82,650.00	
03301	Structural Concrete	\$59,180.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$59,180.00	
03302	Concrete Slabs on Grade	\$14,670.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$14,670.00	
03303	Concrete Steps/Stairs		\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	
	999-TOTALS	\$993,760.00	\$6,000	\$149,251.00	\$0.00	\$149,251.00	17%	\$754,498.00	

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Minutes of May 26, 2009
Mayor and Board of Aldermen



Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
PROJECT: 609 609 - Long Beach New City Hall
In tabulations below, amounts are stated to the nearest dollar.
Use Column F on Contracts where variable retainerage for line items may apply.

APPLICATION NO: 0330/2009
APPLICATION DATE: 0330/2009
PERIOD TO: 07123
ARCHITECT'S PROJECT NO: 07123

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			D FROM PREVIOUS APPLICATION (D+E)	E THIS PERIOD				
03304	Concrete Block Fill	\$34,260.00	\$0.00	\$0.00	\$0.00	\$34,260.00	\$34,260.00	
03400	Precast Concrete Planks	\$6,080.00	\$0.00	\$0.00	\$0.00	\$6,080.00	\$6,080.00	
03401	Precast Engineering	\$37,380.00	\$0.00	\$0.00	\$0.00	\$37,380.00	\$37,380.00	
03402	Precast Row/Fabricated Material	\$8,360.00	\$0.00	\$0.00	\$0.00	\$8,360.00	\$8,360.00	
03403	Precast Handing	\$18,050.00	\$0.00	\$0.00	\$0.00	\$18,050.00	\$18,050.00	
03404	Precast Erection	\$40,080.00	\$0.00	\$0.00	\$0.00	\$40,080.00	\$40,080.00	
03408	Precast Treads, Lintels, Coping	\$27,640.00	\$0.00	\$0.00	\$0.00	\$27,640.00	\$27,640.00	
03999	Other Concrete	\$27,730.00	\$0.00	\$0.00	\$0.00	\$27,730.00	\$27,730.00	
04000	DIVISION 4-MASONRY	\$37,335.00	\$0.00	\$0.00	\$0.00	\$37,335.00	\$37,335.00	
04130	Masonry Accessories	\$37,335.00	\$0.00	\$0.00	\$0.00	\$37,335.00	\$37,335.00	
04201	Unit Masonry-Brick (All Allowance)	\$76,165.00	\$0.00	\$0.00	\$0.00	\$76,165.00	\$76,165.00	
04202	Unit Masonry-Brick (Labor)	\$3,700.00	\$0.00	\$0.00	\$0.00	\$3,700.00	\$3,700.00	
04203	Unit Masonry-CMU (4x8x16)	\$13,100.00	\$0.00	\$0.00	\$0.00	\$13,100.00	\$13,100.00	
04205	Unit Masonry-CMU (8x8x16-MU)	\$36,370.00	\$0.00	\$0.00	\$0.00	\$36,370.00	\$36,370.00	
04206	Unit Masonry-CMU (8x8x16-Labor)	\$24,770.00	\$0.00	\$0.00	\$0.00	\$24,770.00	\$24,770.00	
04207	Unit Masonry-CMU (12x8x16-MU)	\$54,520.00	\$0.00	\$0.00	\$0.00	\$54,520.00	\$54,520.00	
04208	Unit Masonry-CMU (12x8x16-Labor)	\$4,120.00	\$0.00	\$0.00	\$0.00	\$4,120.00	\$4,120.00	
04209	Pavers	\$40,250.00	\$0.00	\$0.00	\$0.00	\$40,250.00	\$40,250.00	
05101	DIVISION 5-METALS	\$22,330.00	\$0.00	\$0.00	\$0.00	\$22,330.00	\$22,330.00	
05102	Steel Columns & Beams	\$14,710.00	\$0.00	\$0.00	\$0.00	\$14,710.00	\$14,710.00	
05103	Steel Angle/Plates/Lintels, Etc.	\$36,490.00	\$0.00	\$0.00	\$0.00	\$36,490.00	\$36,490.00	
05104	Steel/Aluminum Hand/Rail/Guardrails	\$28,130.00	\$0.00	\$0.00	\$0.00	\$28,130.00	\$28,130.00	
05199	Steel Erection	\$149,261.00	\$0.00	\$0.00	\$0.00	\$149,261.00	\$149,261.00	
	SUB-TOTALS	\$1,489,330.00	\$0.00	\$149,261.00	\$0.00	\$1,489,261.00	10%	\$1,346,059.00

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Continuation Sheet

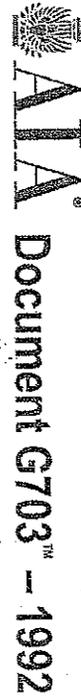
AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 PROJECT: 609 - Long Beach New City Hall
 ARCHITECT'S PROJECT NO: 07123

APPLICATION NO: 03/30/2009
 APPLICATION DATE: 03/30/2009
 PERIOD TO: ARCHITECT'S PROJECT NO: 07123

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E MATERIALS PRESENTLY STORED (NOT IN D OR E)	F TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G+C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
05400	Cold Formed Trusses & Deck (All)	\$58,960.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$58,960.00	
05401	Cold Formed Trusses & Deck (Erection)	\$45,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$45,600.00	
05998	Other Metals	\$3,190.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,190.00	
06000	DIVISION 6-WOOD AND PLASTICS	\$30,510.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$30,510.00	
06100	Rough Carpentry	\$77,770.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$77,770.00	
06200	Millwork	\$17,020.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$17,020.00	
06201	Running Trim	\$27,350.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$27,350.00	
06202	Quartz Vanities/Granite Tops	\$21,080.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$21,080.00	
06206	PVC Sheathing	\$17,820.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$17,820.00	
06208	PVC-T & Trim	\$17,820.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$17,820.00	
06267	PVC Moulding	\$28,820.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$28,820.00	
06268	PVC Shutters	\$23,420.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$23,420.00	
06500	Fiberglass Columns	\$68,060.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$68,060.00	
06501	Fiberglass Columns (All)	\$15,310.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$15,310.00	
06502	Fiberglass Columns (Labor)	\$52,750.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$52,750.00	
07000	DIVISION 7-THERMAL & MOISTURE PROTECTION	\$3,130.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,130.00	
07150	Waterproofing & Dampproofing	\$3,130.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,130.00	
07151	Poly @ Slab	\$17,560.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$17,560.00	
07152	Waterproof Footings, Planes, Etc	\$9,280.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$9,280.00	
07153	Membrane Flashing	\$3,190.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,190.00	
07154	Asphalt Dampproofing	\$10,720.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,720.00	
07260	Rigid Cavity Board	\$10,720.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,720.00	
	SUB-TOTALS	\$2,075,910.00	\$0.00	\$149,261.00	\$0.00	\$149,261.00	7%	\$1,926,649.00	

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Minutes of May 26, 2009
Mayor and Board of Aldermen



Continuation Sheet

AIA Document G702 APPLICATION AND CERTIFICATION FOR PAYMENT.
containing Contractor's signed certification is attached.
In tabulations below, amounts are stated in the nearest dollar.
Use Column I on Contracts where variable retainage for items may apply.

APPLICATION NO: 1
APPLICATION DATE: 03/30/2009
PERIOD TO: 03/30/2009
ARCHITECT'S PROJECT NO: 07123

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (R-VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
07400	Performed Metal Roofing	\$140,420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$140,420.00	0%
07600	Caulking and Sealants	\$6,810.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,810.00	0%
08000	DIVISION 9-DOORS AND WINDOWS							
08100	Metal Doors and Frames	\$9,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,600.00	0%
08200	Wood and Plastic Doors	\$19,510.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,510.00	0%
08400	CGI Windows	\$171,380.00	\$0.00	\$0.00	\$0.00	\$0.00	\$171,380.00	0%
08401	CGI Doors	\$60,920.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60,920.00	0%
08402	Frameless Shower Doors	\$8,620.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,620.00	0%
08403	Clear, Triple-paneled Glass	\$5,090.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,090.00	0%
08404	Misc. Glass Mill.	\$7,740.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,740.00	0%
08700	Hardware (Mill. Allowance)	\$47,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,000.00	0%
08701	Hardware (Labor)	\$12,620.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,620.00	0%
08801	Mirrors/Misc Access	\$3,410.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,410.00	0%
09000	DIVISION 9-FINISHES							
09200	Acoustical & Drywall							
09201	Framing	\$101,720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$101,720.00	0%
09202	Insulation	\$22,110.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,110.00	0%
09203	Drywall	\$47,540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,540.00	0%
09204	Acoustical	\$22,110.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,110.00	0%
09301	Hard Tile (MH)	\$48,540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,540.00	0%
09302	Hard Tile (Labor)	\$10,390.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,390.00	0%
09303	Mud Bed (MH)	\$1,330.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,330.00	0%
09304	Mud Bed (Labor)	\$1,330.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,330.00	0%
09400	Epoxy Terrazzo Flooring							
	SUB-TOTALS	\$2,824,150.00	\$0.00	\$149,261.00	\$0.00	\$149,261.00	\$2,674,889.00	5%

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AIA Document G703™ -- 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 PROJECT: 609 - Long Beach New City Hall
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable reinsurance for line items may apply.

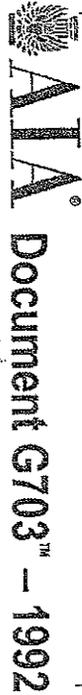
APPLICATION NO: 03/30/2009
 APPLICATION DATE: 03/30/2009
 PERIOD TO: 07/123
 ARCHITECT'S PROJECT NO: 07123

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+H)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD				
09401	Epoxy Terrazzo Flooring (Mil)	\$80,760.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80,760.00	
09402	Epoxy Terrazzo Flooring (Labor)	\$48,590.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,590.00	
09540	Stone Reinforced Elevator Cab Panels	\$15,330.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,330.00	
09601	Rubber Tile & Base (Mil)	\$1,320.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,320.00	
09602	Rubber Tile & Base (Labor)	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	
09603	VCT (Mil)	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00	
09604	VCT (Labor)	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$900.00	
09605	Stair treads & risers (Mil)	\$6,630.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,630.00	
09606	Stair treads & risers (Labor)	\$3,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,100.00	
09607	Carpet (Mil)	\$28,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,640.00	
09608	Carpet (Labor)	\$5,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,750.00	
09609	Painting and Wall coverings	\$9,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,950.00	
09610	Floal & Tape Gyphd	\$11,270.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,270.00	
09611	Paint 1st Coat	\$11,270.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,270.00	
09612	Paint 2nd Coat	\$11,270.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,270.00	
09613	Paint 3rd Coat	\$13,210.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,210.00	
09614	Paint Ceilings	\$6,410.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,410.00	
09615	Paint Doors & Frames	\$11,060.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,060.00	
09616	Exterior Paint Items	\$5,530.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,530.00	
09617	Vinyl Wall Covering	\$8,070.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,070.00	
09618	Paint Wood Trim	\$6,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,750.00	
09619	COMPARTMENTS AND CUBICLES	\$2,560.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,560.00	
09620	Flagpoles	\$3,094,410.00	\$0.00	\$149,261.00	\$0.00	\$149,261.00	\$2,945,149.00	
SUB-TOTALS			\$0.00	\$149,261.00	\$0.00	\$149,261.00	\$2,945,149.00	

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Minutes of May 26, 2009
Mayor and Board of Aldermen



Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
PROJECT: 609 - Long Beach New City Hall
Use Column F on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 03/30/2009
PERIOD TO: 03/30/2009
ARCHITECT'S PROJECT NO: 07123

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
10400	Identifying Devices	\$8,590.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,590.00	0%
10520	Fire Protection Specialties	\$1,260.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,260.00	0%
10600	Fixture and Bath Accessories	\$3,990.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,990.00	0%
11000	DIVISION 11-EQUIPMENT							
11030	Vault Door	\$11,150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,150.00	0%
11031	Other Bank Equipment	\$6,690.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,690.00	0%
12000	DIVISION 12-FURNISHINGS							
12700	Fixed Auditorium Seating	\$30,960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,960.00	0%
14000	DIVISION 14-CONVEYING SYSTEMS							
14200	Elevators	\$66,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$66,500.00	0%
15000	DIVISION 15-MECHANICAL							
15001	Water/Sewer Tap Fees	\$11,060.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,060.00	0%
15900	Fire Protection							
15901	Fire Sprinkler Material	\$16,360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,360.00	0%
16302	Fire Sprinkler Labor	\$13,090.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,090.00	0%
16303	Fire Sprinkler Trim-Out	\$3,270.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,270.00	0%
16400	Plumbing							
16401	Plumbing: Rough-In	\$18,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,800.00	0%
16403	Plumbing: Stack-Out	\$18,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,800.00	0%
16405	Plumbing: Fixture/Trim-Out	\$17,690.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,690.00	0%
16407	Site Gas/Sewer/Water/Fire Mains	\$7,740.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,740.00	0%
16500	Heating, Ventilating, & Air Conditioning (HVAC)							
16501	Mitsubishi Equipment	\$118,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$118,080.00	0%
	SUB-TOTALS	\$3,448,440.00	\$0.00	\$149,261.00	\$0.00	\$149,261.00	\$3,299,179.00	4%

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Minutes of May 26, 2009
Mayor and Board of Aldermen

 **AIA** Document G703™ - 1992

Continuation Sheet

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
PROJECT: 609 - Long Beach New City Hall
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retinage for time items may apply.

APPLICATION NO: 03/30/2009
APPLICATION DATE: 03/30/2009
PERIOD TO: ARCHITECT'S PROJECT NO: 07123

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+G)	H BALANCE TO FINISH (C-G)	I RETAINAGE (F-VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD				
15502	Trane Equipment	\$3,410.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,410.00	0%
15503	Gills	\$9,210.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,210.00	0%
15504	ERV & Fan	\$46,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46,440.00	0%
15505	Ductwork	\$45,330.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,330.00	0%
15507	Cooper Lines	\$12,180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,180.00	0%
15507	Testing, Adjusting, and Balancing	\$9,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,950.00	0%
16000	DIVISION 16-ELECTRICAL							
16001	Access Control/CCTV System	\$86,780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$86,780.00	0%
16001	Allowance	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,500.00	0%
16002	Exterior Copper Lantern Fixtures	\$2,870.00	\$0.00	\$861.00	\$0.00	\$861.00	\$2,009.00	30%
16101	Allowance	\$2,870.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,870.00	0%
16101	Mobilization	\$96,070.00	\$0.00	\$0.00	\$0.00	\$0.00	\$96,070.00	0%
16401	Underground Conduit	\$49,190.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49,190.00	0%
16402	Sdb Rough-In	\$143,780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$143,780.00	0%
16405	Interior Rough-In	\$92,510.00	\$0.00	\$0.00	\$0.00	\$0.00	\$92,510.00	0%
16407	Panels & Gear	\$68,790.00	\$0.00	\$0.00	\$0.00	\$0.00	\$68,790.00	0%
16409	Install Wiring	\$209,260.00	\$0.00	\$0.00	\$0.00	\$0.00	\$209,260.00	0%
16500	Fixtures	\$5,310.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,310.00	0%
16502	Mech. Equip. Hookup	\$11,810.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,810.00	0%
16504	Exterior & Site Lighting	\$47,010.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,010.00	0%
16500	Fira Alarm	\$22,730.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,730.00	0%
16700	Communications	\$9,850.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,850.00	0%
16901	Devices	\$28,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,600.00	0%
16903	Generator							
TOTALS		\$4,396,000.00	\$0.00	\$150,122.00	\$0.00	\$150,122.00	\$4,245,878.00	3%

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Minutes of May 26, 2009
Mayor and Board of Aldermen



INVOICE

662.844.1822 (phone) 662.844.0971 (fax)

City of Long Beach
P.O. Box 929
Long Beach, MS 39560

April 20, 2009
Invoice No: 11
Project No: 07123

Attn: Ann Frazier

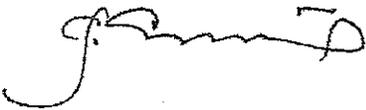
Re: City of Long Beach: City Hall New Constru

For professional services rendered through April 20, 2009

R-109-235-02-KCR

Description	Current Fee Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
SD's (30%)	76,361.04	100.00%	76,361.04	76,361.04	0.00
DD's (30%)	76,361.04	100.00%	76,361.04	76,361.04	0.00
CD's (30%)	76,361.04	100.00%	76,361.04	76,361.04	0.00
Bid (10%)	25,453.68	100.00%	25,453.68	25,453.68	0.00
CA (100%)	63,634.20	10.00%	6,363.42	638.54	5,727.08
Total Fee	318,171.00		260,900.22	255,173.14	5,727.08
Current Fee Due					\$5,727.08

Ridgeway-Biloxi					88.45
Total Out-of-Pocket Expenses					\$88.45
Invoice Total					\$5,815.53

Approved by: 

Please remit to: JBHM Architects, P.A. • P.O. Box 1643 • Tupelo, MS 38802
Biloxi • Columbus • Jackson • Tupelo • Memphis

Thank you for your business!

Minutes of May 26, 2009
Mayor and Board of Aldermen

STATEMENT FOR SERVICES RENDERED

CITY OF LONG BEACH

KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT
COMMUNITY REVITALIZATION PROJECT
PROJECT NO. R-109-235-02-KCR
Municipal Complex Project

April 30, 2009

INVOICE #5929

Monthly Administrative Services Rendered Pertaining Project #R-109-235-02-KCR.

Services rendered include overall coordination of project activities; Attending State monitoring visits, meetings, etc.; Maintaining financial records; Preparing the necessary documentation to request funds from the State; and Providing all other services considered normal administrative services within the course of this Agreement

TOTAL DUE

\$ 5,011.16


Jimmy Gouras
GT

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

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Minutes of May 26, 2009
Mayor and Board of Aldermen

MEMO

DATE: May 30, 2009
TO: Honorable William Skellie, Jr.
City of Long Beach
FROM: Ann Frazier
Jimmy G. Gouras Urban Planning
RE: City of Long Beach
Community Revitalization Grant
CDBG Project #R-103-235-01-KCR
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. Jimmy G. Gouras Urban Planning Consultants Inc.
Invoice Number 5910 in the amount of \$4,141.56
For general administration
2. Neel - Schaffer
Invoice Number 983471 in the amount of \$3,565.00
Invoice Number 983472 in the amount of \$10,687.20
For architect/engineering expenses
3. J. Levens Builders
Invoice Number 4 in the amount of \$407,851.00
For Street & Road Improvement expense

Also enclosed is "Request for Cash and Summary Support Sheet No. 23" in the amount of \$426,244.76 for payment of the above invoices.

Please have the above invoices and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 23" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
1100 Cherry Street
Vicksburg, MS 39183

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

Enclosures

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

Minutes of May 26, 2009
Mayor and Board of Aldermen



Mississippi Development Authority
REQUEST FOR CASH

Section A: General Information		Bank Information		Section B: Project Information	
Applicant Name: City of Long Beach	Bank Name: Hancock Bank	Gen. Inv. R-100-08	Contract No. R-100-205-91-1028	Request No. 23	
Mailing Address: Post Office Box 029	Bank Account: 043303039	FOR MDA USE ONLY			
City, State Zip: Long Beach, MS 38650	Address: 101 Jeff Davis Avenue	Vendor No.			
Telephone No.: 228-855-4558	City, State Zip: Long Beach, MS 38650	Request Number			
Fax Number: 228-855-0922	Telephone No.: 228-888-4000	Approval for Payment			
Email Address: info@cityoflongbeach.com	From: Nov 1, 2008	Signature _____			
	To: May 31, 2008	Date _____			
		Activity Numbers _____			

Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance
1 Administration	\$ 173,096.00	\$ 104,331.20	\$ 4,141.50	\$ 04,023.24
2 Application Preparation	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -
3 Architect/Engineer Expense	\$ 680,420.00	\$ 394,828.00	\$ 14,232.20	\$ 251,341.80
4 Acquisition Expense	\$ 250,000.00	\$ 248,245.59	\$ -	\$ 754.41
5 Contingency Expense	\$ 384,400.00	\$ -	\$ -	\$ 384,400.00
6 Damage & Flood Protection	\$ 1,570,000.00	\$ -	\$ -	\$ 1,570,000.00
7 Street & Road Improvements	\$ 3,810,000.00	\$ 603,164.00	\$ 407,851.00	\$ 2,798,985.00
8				
Total	\$ 6,887,916.00	\$ 1,381,597.13	\$ 426,244.78	\$ 5,090,074.11

I hereby certify that (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I hereby certify that the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

William Skelton, Jr.
Signature of Authorized Official

Stefan
Date Signed

Debra Tompkins
Prepared By

5/30/09
Date Prepared

William Skelton, Jr., Mayor
Typed Name and Title of Authorized Official

801-598-7121
Preparer's Telephone No.

Minutes of May 26, 2009
 Mayor and Board of Aldermen

Mississippi Development Authority
 Cash Summary Support Sheet

Applicant: City of Long Beach Request No: 23 Grant Number: R-103-06
 Period Cost - Beginning: May 1, 2009 Ending Date: May 31, 2009 Contract Number: R-103-235-01-KCR

1. Activity: Administration		(a)		(b)		Federal Share
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share		
A.	Administration	Jimmy Gouras	6910	\$4,141.56		\$4,141.56
B.						
C.						
D.						
			Subtotal:	\$4,141.56		\$4,141.56

2. Activity: Architect/Engineering		(a)		(b)		Federal Share
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share		
A.	Architect/Engineering	Neal - Schaffer	983471	\$3,685.00		\$3,685.00
B.	Architect/Engineering	Neal - Schaffer	983472	\$10,887.20		\$10,887.20
C.						\$0.00
D.						\$0.00
			Subtotal:	14,252.20		14,252.20

3. Activity: Street & Road Improvement		(a)		(b)		Federal Share
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share		
A.	Street & Road Improvement	J. Levens Builders	4	\$407,851.00		\$407,851.00
B.						\$0.00
C.						\$0.00
D.						\$0.00
			Subtotal:	407,851.00		407,851.00

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Mayor and Board of Aldermen

03
04
05

Applicant: City of Long Beach

Cash Summary Support Sheet

Request No: 23

Grant Number: _____
Contract Number: _____

R-103-06
R-103-235-01-KCR

Page 2 of 2

4. Activity:				(a)	(b)	Federal Share
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share		
A.						\$0.00
B.						\$0.00
C.						\$0.00
D.						\$0.00
			Subtotal:	\$	\$	\$
5. Activity:				(a)	(b)	Federal Share
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share		
A.						\$0.00
B.						\$0.00
C.						\$0.00
D.						\$0.00
			Subtotal:	\$	\$	\$
6. Activity:				(a)	(b)	Federal Share
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share		
A.						
B.						
C.						
D.						
			Subtotal:	\$	\$	\$
Cumulative Match Expended To Date:						
Cumulative Federal Expended To Date:			\$1,787,841.89			
GRAND TOTAL:			\$ 428,244.76	\$	-	\$ 428,244.76

I hereby certify that: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expenses under the terms of the contract agreement or grant; of the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.
I hereby certify that the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

William Skelle, Jr., Mayor
Typed Name and Title of Authorized Official

William Skelle, Jr.
Signature of Authorized Official

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Mayor and Board of Aldermen

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engineers
planners
surveyors
environmental
scientists
landscape
architects

May 18, 2009

Ms. Ann Frazier
CDBG Grant Administrator
Urban Planning Consultants, Inc.
1100 Cherry Street
Vicksburg, MS 39183

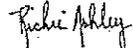
Re: Payment Application #4
Jeff Davis Avenue Roadway Improvements Project
Katrina CDBG Project No. R-103-235-01-KCR
City of Long Beach, Mississippi

Dear Ms. Frazier:

Enclosed is Payment Application No. 4 from J. Levens Builders of Long Beach, Mississippi for the above referenced project. It is for the period of 04/01/09 to 5/15/09. If you have any questions, please feel free to call me at 228-374-1211.

Sincerely,
Neel-Schaffer, Inc.

Richie Ashley, P.E.
Project Engineer


Attachment

Cc: Mike Pirkle, J. Levens Builders
Craig High, Neel-Schaffer, Inc.
File

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Mayor and Board of Aldermen

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1

APPLICATION AND CERTIFICATION FOR PAYMENT

TO (Owner): City of Long Beach PROJECT: Jeff Davis Avenue Roadway Improvements AIA DOCUMENT G702 PAGE 1 OF 1 PAGES
CDBG Participating

ATTENTION: CONTRACTOR FOR: J. Levens Builders ARCHITECTS: PERIOD FROM: 4/1/2009 ARCHITECT
PO Box 779 TO: 5/15/2009 CONTRACTOR
Long Beach, MS 39560 PROJECT NO: CONTRACT DATE: 12/4/2008

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Certification Sheet, AIA Document G703, is attached.

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM \$4,597,493
Net change by Change Orders \$0
CONTRACT SUM TO DATE \$4,597,493
TOTAL COMPLETED & STORED TO DATE \$1,000,826

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change orders approved in previous months by Owner		
TOTAL		
Approved this Month		
Number	Date Approved	
TOTALS	\$0.00	\$0.00
Net change by Change Orders	\$0.00	\$0.00

The undersigned Contractor, to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR

[Signature] Date: 5-18-2009

ARCHITECTS CERTIFICATE FOR PAYMENT

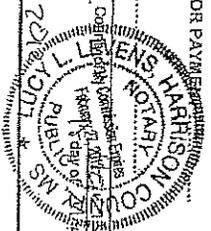
In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment to the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$407,861
(After expiration of amount certified differs from the amount applied for.)

By: *[Signature]* Date: 5/19/2009

Architects: *[Signature]*

This Certificate is not negotiable, the AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Minutes of May 26, 2009
Mayor and Board of Aldermen

J Levens Builders
Jeff Davis Avenue Project
Borrow & Crushed Stone Quantities

Item #			Original Quantities	Revised Quantities	
203-EX	Borrow Excavation	4/1 - 4/30	897	717.6	80% conversion
		5/1 - 5/15	1033	826.4	80% conversion
			1930	1544	
304-F	Size 825 Crushed Stone Base	4/30/2009	624	677.2	7.5% moisture content deducted
		5/1/2009	158	144.3	7.5% moisture content deducted
		5/1/2009	465.81	423.71	9% moisture content deducted
		5/2/2009	299.54	272.58	9% moisture content deducted
		5/4/2009	338.31	307.86	9% moisture content deducted
		5/5/2009	61.85	58.28	9% moisture content deducted
		5/6/2009	409.66	372.79	9% moisture content deducted
		5/7/2009	121.52	110.58	9% moisture content deducted
		5/8/2009	212.38	193.25	9% moisture content deducted
		5/11/2009	231.03	210.24	9% moisture content deducted
		5/12/2009	323.85	294.7	9% moisture content deducted
		5/15/2009	84.4	76.8	9% moisture content deducted
Total Crushed Stone			<u>3328.13</u>	<u>3040.29</u>	

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	Contract Amount	Work Complete	Percent Complete
Total contract	4,597,493	1,000,626	
Less non-direct pay items:			
Clear & Grub		(7,500)	
Maint Traffic		(37,500)	
Mobilization		(300,000)	
Construction Staking		(30,000)	
Direct Pay Items	4,597,493	825,626	14% No additional billing for Construction Staking (next threshold is 20% complete) Bill 100% of Mobilization (since 10% of original contract is earned) No additional billing for Clearing & Grubbing

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engineers
planners
surveyors
environmental

scientists
landscape
architects

Quantity Breakdown for Pay Application No. 4

202-B Removal of Asphalt Pavement, All Depths

Week Ending	Quantity (SY)
5/9/2009	456

202-B Removal of Concrete Pavement and Driveways, All Depths

Week Ending	Quantity (SY)
5/16/2009	80

202-B Removal of Drainage Inlets, All Sizes

Week Ending	Quantity (EACH)
5/9/2009	2

202-B Removal of Pipe, All Sizes

Week Ending	Quantity (LF)
4/11/2009	184
5/9/2009	40

203-EX Borrow Excavation, AH, FME, Class B4

Week Ending	Quantity (CY)
4/25/2009	188
5/2/2009	529.60
5/9/2009	476
5/16/2009	350.40

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Jeff Davis Avenue Roadway Improvements Project (Cont.)

203-G Excess Excavation, LVM, AH

Week Ending	Quantity (CY)
4/25/2009	889
5/2/2009	2243
5/9/2009	2000
5/16/2009	2340

234-A Temporary Silt Fence

Week Ending	Quantity (LF)
4/4/2009	26
4/11/2009	87
4/25/2009	20
5/2/2009	102

807-304-F Size 825 Crushed Stone Base

Week Ending	Quantity (TON)
5/2/2009	1417.79
5/9/2009	1040.76
5/16/2009	581.74

603-CA 15" Reinforced Concrete Pipe, Class III

Week Ending	Quantity (LF)
5/9/2009	40

603-CA 18" Reinforced Concrete Pipe, Class III

Week Ending	Quantity (LF)
4/4/2009	32
4/11/2009	272
4/18/2009	196
4/25/2009	94
5/9/2009	30



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Jeff Davis Avenue Roadway Improvements Project (Cont.)

603-CA 24" Reinforced Concrete Pipe, Class III

Week Ending	Quantity (LF)
4/18/2009	48

603-CB 15" Reinforced Concrete End Section

Week Ending	Quantity (EACH)
4/25/2009	1

603-CA 44"x27" Concrete Arch Pipe Class A III, Flexible Plastic Gaskets

Week Ending	Quantity (LF)
4/25/2009	28

603-CA 51"x31" Concrete Arch Pipe Class A III, Flexible Plastic Gaskets

Week Ending	Quantity (LF)
4/25/2009	52

907-604-G Storm Inlet, Typ SS-3, for Pipes 24" and Less

Week Ending	Quantity (EACH)
4/4/2009	1

907-604-J Storm Sewer Junction Box, Type JB-2

Week Ending	Quantity (EACH)
5/2/2009	1

609-D Combination Concrete Curb and Gutter, Type 1 Modified

Week Ending	Quantity (LF)
5/9/2009	1209
5/16/2009	571.5



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Jeff Davis Avenue Roadway Improvements Project (Cont.)

614-B Concrete Driveway, with Reinforcement, 6" Thickness

Week Ending	Quantity (SY)
5/16/2009	293

Summary of Quantities

Item	Total Quantity
Removal of Asphalt Pavement, All Depths	456 SY
Removal of Concrete Pavement and Driveways, All Depths	80 SY
Removal of Drainage Inlets, All Sizes	2 EACH
Removal of Pipe, All Sizes	224 LF
Borrow Excavation, AH, FME, Class B4	1544 CY
Excess Excavation, LVM, AH	7472 CY
Temporary Silt Fence	235 LF
Size 825 Crushed Stone Base	3040.29 TON
15" Reinforced Concrete Pipe, Class III	40 LF
18" Reinforced Concrete Pipe, Class III	624 LF
24" Reinforced Concrete Pipe, Class III	48 LF
15" Reinforced Concrete End Section	1 EACH
44"x27" Concrete Arch Pipe Class A III, Flexible Plastic Gaskets	28 LF
51"x31" Concrete Arch Pipe Class A III, Flexible Plastic Gaskets	52 LF
Storm Sewer Inlet, Typ. SS-3, for Pipes 24" and Less	1 EACH
Storm Sewer Junction Box, Type JB-2	1 EACH
Combination Concrete Curb and Gutter, Type 1 Modified	1780.5 LF
Concrete Driveway, with Reinforcement, 6" Thickness	293 SY



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April 30, 2009
 Project No: 00.06682.003
 Invoice No: 983472

City of Long Beach
 Mayor William Skellie
 PO Box 929
 Long Beach, MS 39560

Project 00.06682.003 City of Long Beach-RPR Services
 CDBG - R-103-235-01-KCR

Professional Services from April 1, 2009 to April 30, 2009

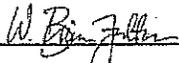
Fee				
Total Fee	178,120.00			
Percent Complete	36.00	Total Earned	64,123.20	
		Previous Fee Billing	53,436.00	
		Current Fee Billing	10,687.20	
		Total Fee	10,687.20	
		Total this invoice		\$10,687.20

Outstanding Invoices

Number	Date	Balance	
982910	3/31/09	16,030.80	
Total		16,030.80	
		Total now due	\$26,718.00

Billings to Date

	Current	Prior	Total
Fee	10,687.20	53,436.00	64,123.20
Totals	10,687.20	53,436.00	64,123.20


 W. Brian Fulton
 Engineer Manager

772 Howard Ave., Biloxi, MS 39530-3820, 228.374.1211, Fax 228.374.1216
 Federal Tax ID Number 64-0671634

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April 30, 2009
Project No: 00.06682.002
Invoice No: 983471

City of Long Beach
Mayor William Skellie
PO Box 829
Long Beach, MS 39560

Project 00.06682.002 City of Long Beach-CDBG-Const Phs
CDBG- R -- 103-235-01 KCR

Professional Services from April 1, 2009 to April 30, 2009

Fee

Total Fee	71,300.00			
Percent Complete	45.00	Total Earned	32,085.00	
		Previous Fee Billing	28,520.00	
		Current Fee Billing	3,565.00	
		Total Fee		3,565.00
		Total this invoice		<u>\$3,565.00</u>

Outstanding Invoices

Number	Date	Balance
982347	2/28/09	7,130.00
982985	4/20/09	7,130.00
Total		14,260.00

Billings to Date

	Current	Prior	Total
Fee	3,565.00	28,520.00	32,085.00
Totals	3,565.00	28,520.00	32,085.00

W. Brian Fulton
Engineer Manager

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Mayor and Board of Aldermen

STATEMENT FOR SERVICES RENDERED

CITY OF LONG BEACH

KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT
COMMUNITY REVITALIZATION PROJECT
PROJECT NO. R-103-235-01-KCR
Downtown Streetscape Project

May 30, 2009

INVOICE #5910

Monthly Administrative Services Rendered Pertaining Project #R-103-235-01-KCR.

Services rendered include overall coordination of project activities; Attending MDA/HUD monitoring visits, meetings, etc.; Maintaining financial records; Preparing the necessary documentation to request funds from MDA; and Providing all other services considered normal administrative services within the course of this Agreement

TOTAL DUE

\$ 4,141.56


Jimmy Gouras

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

Alderman Lishen made motion seconded by Alderman McNary and unanimously carried to approve Contract and Agreement for Legal Services, CDBG, as follows:

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Mayor and Board of Aldermen

MEMO

DATE: May 11, 2009
TO: Ms. Becky Schruff, City Clerk
City of Long Beach
FROM: Ann Frazier, Associate Consultant
Jimmy Gouras Urban Planning
RE: **City of Long Beach – Jeff Davis Avenue**
Project #R-103-235-01-KCR

I have enclosed two original copies of the legal contract between the City and Logan & Purvis for legal work in connection with the acquisition of easements for the Jeff Davis Avenue streetscape project. Please have the Mayor sign both copies, keep one copy for your files and return the other copy to our office for further processing. Once this document is executed, we will be in a position to draw down funds from MDA for purposes of paying the invoice submitted by Logan & Purvis.

If you have any questions concerning this information, please feel free to contact me at 601-638-7121.

Enclosures

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

**Minutes of May 26, 2009
Mayor and Board of Aldermen**

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CONTRACT AND AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made and entered into by and between the City of Long Beach, Mississippi (hereinafter "City") and Logan & Purvis, P.L.L.C., Attorney(s)-at-Law (hereinafter the "Attorney") on the day and year hereinafter written.

This contract is pursuant to an award of contract for Legal services between the City and said Attorney for Legal services to be furnished in connection with the City's Katrina Supplemental Community Development Block Grant Project(s) funded by the Mississippi Development Authority. Said Legal services shall include:

- * General Legal Services as required by the City during implementation of the Katrina Supplemental Community Development Block Grant Program.

The Attorney agrees to furnish General Legal Services as required by the City at the rate of \$ 150.00 per hour plus out-of-pocket expenses for the duration of the project. It is anticipated that, on the basis of present estimates of work for General Legal Services, the total payment for all General Legal Services required under this Contract shall not exceed \$ 5,000.00, but it is understood that this is a time billed contract for services requested, and the amount of services can vary depending upon what is required. This amount will be exceeded only after a review of any increase in the services or the scope of services to be rendered or as a result of complications or extra time incurred for services requested and upon mutual amendment hereof.

In the event of a default by said Attorney in performing the services required under this Contract, the City may terminate the Contract after giving said Attorney thirty (30) days written notice of the reasons for the City declaring a default in which allows said Attorney the right to cure the said default, and upon the failure of said Attorney to cure the default within said thirty (30) days, the City may terminate the Contract at the end of the thirty (30) days. In the event of said termination, the City shall pay said Attorney for all work rendered under the Contract up to and through the effective date of termination. This termination may be for default for cause or because said Attorney is unable to perform because of circumstances beyond his control.

The City may terminate the Contract at any time by giving written notice to the Attorney of such termination and specifying the effective date thereof. Such written notice shall be furnished the Attorney at least thirty (30) days before the effective date of termination. In that event, all finished documents or unfinished documents and other materials which would normally be furnished to the City shall, at the option of

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Mayor and Board of Aldermen

the City, become its property. If the Attorney is terminated by the City as provided herein, the Attorney shall be paid for all work completed up to the termination date.

The Attorney will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin.

No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any function or responsibilities in connection with the planning or carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Attorney shall take appropriate steps to assure compliance.

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Attorney shall take appropriate steps to assure compliance.

The Attorney shall disclose and notify the City of any interest in land and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Attorney further covenants that in the performance of this Contract, no person having any such interest shall be employed.

The City of Long Beach, the Mississippi Development Authority, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Attorney which are directly pertinent to that specific Contract, for the purpose of making audit, examination, excerpts, and transcriptions.

The Attorney is required to maintain all required records for three (3) years after the City of Long Beach makes final payments and all other pending matters are closed.

WITNESS the signatures on this the 26 day of May.

The City of long Beach, Mississippi

BY: [Signature]
Attorney At-Law

BY: [Signature]
William Skellie, Jr., Mayor

7211 24th Ave
Street Address

Osprey MS 39502
City State Zip Code

SPECIAL PROVISIONS AND REGULATIONS
STIPULATED BY
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

For the purpose of clarification, the Contracted Party shall refer to the firm providing professional services to the Grantee as specified in the contract to which this document is attached.

1. Access of Grantee, State of Mississippi, HUD and Others to CDBG Documents, Papers, and Books

The Contracted Party agrees to allow the Grantee, State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions.

2. Termination of Contract For Cause

If, through any cause, the Contracted Party shall fail to fulfill in timely and proper manner, his obligations under this Contract, or if the Contracted Party shall violate any of the covenants, agreements, or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contracted Party shall not be relieved of liability to the Grantee for damages sustained or the Grantee by virtue of any breach of the Contract by the Contracted Party. The Owner may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due the Grantee from the Contracted Party is determined.

3. Termination for Convenience of the Grantee

The Grantee may terminate this Contract any time by a notice in writing from the Grantee to the Contracted Party. If the Contract is terminated by the Owner as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made provided that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

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**Minutes of May 26, 2009
Mayor and Board of Aldermen**

4. **Records**

All records required to be kept on the project shall be maintained for at least three years after final payments and until all other pending matters under the grant are closed.

5. **Health and Safety Standards**

All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

6. **Environmental Compliance**

Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329).

7. **Energy Efficiency**

All participants in the projects shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

8. **Changes**

The Grantee may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contracted Party's compensation which are mutually agreed upon by and between the Grantee and the Contracted Party, shall be incorporated in written amendments to this Contract.

9. **Personnel**

The Contracted Party represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such

personnel shall not be employees of or have any contractual relationship with the Grantee.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

10. **Anti-Kickback Rules**

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Engineer and contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

11. **Withholding of Salaries**

If in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontracted thereunder, the Grantee shall withhold from the Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Grantee for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

12. **Claims and Disputes Pertaining to Salary Rates**

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to the Grantee for the latter's decision which shall be final with respect thereto.

13. **Equal Employment Opportunity**

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or

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Mayor and Board of Aldermen

Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training apprenticeship.

14. Anti-Discrimination Clauses

The Contracted Party will comply with the following clauses:

1. Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
2. Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services; and,
3. Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

15. Section 3 Clause

The Contracted Party will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 17010) requiring that to the

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greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project area be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

16. **Discrimination Because of Certain Labor Matters**

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

17. **Compliance with Local Laws**

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

18. **Subcontracting**

None of the services covered by this Contract shall be subcontracted without prior written consent of the Grantee. The Contracted Party shall be as fully responsible to the Grantee for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

19. **Assignability**

The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Grantee provided that claims for money due or to become due the Contracted Party from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

20. **Interest of Members of Local Public Agency and Others**

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain pecuniary benefits for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the

Minutes of May 26, 2009
Mayor and Board of Aldermen

term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefrom or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Sections 25-4-117 and 25-4-119, Mississippi Code Annotated (1972), which prescribes a criminal penalty for any public servant convicted of a violation of this Ethics in Government section.

21. Interest of Certain Federal Officers

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

22. Interest of Contractor

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. Political Activity

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

24. Davis-Bacon Act Requirements

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

**Minutes of May 26, 2009
Mayor and Board of Aldermen**

25. Uniform Act Requirements

The Contracted Party will comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) as specified in regulations issued by the Secretary of the Department of Housing and Urban Development and published in 24 CFR 570-1.

26. Lead-Based Paint Requirements

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance in any form.

27. Compliance with Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

28. Flood Insurance Purchase Requirements

Both parties agree to comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

29. Historic Preservation

Both parties agree to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 USC 469a-1 *et seq.*) by (a) consulting with the State Historic Preservation officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (CFR Part 600.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

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Mayor and Board of Aldermen**

30. Program Monitoring

Both parties agree to assist and cooperate with the Federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

31. Discrimination Due to Beliefs

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

32. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of the Grantee.

33. Third-Party Contracts

The Grantee shall include in all contracts with Participating Parties receiving grant funds provisions requiring the following:

1. Each such Participating Party keeps and maintains books, records, and other documents relating directly to the receipt and disbursement of such grant funds; and,
2. Any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

The Grantee shall include in all contracts with Participating Parties a provision that each Participating Party agrees that any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this grant.

34. Excessive Force

The contracted parties will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any

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individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

35. Architectural Barriers Act and Americans with Disabilities

The contracted parties will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e).

36. Environmental

The applicant will:

- (1) Comply with Section 104(f) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 (NEPA) and other provisions of law which further the purposes of the National Environmental Policy Act. Such other provisions of law which further the purposes of the NEPA are specified in regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and
- (2) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of Housing and Urban Development pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.

Its chief executive officer or other officer of applicant:

- (1) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 CFR Part 58; and
- (2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.

It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. 469 a-1, et seq) by:

- (1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register

**Minutes of May 26, 2009
Mayor and Board of Aldermen**

of Historic Places that are subject to adverse effects of the proposed activities; and

- (2) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

It will comply with Executive Order Number 12898, issued February 11, 1994, by:

- (1) Focusing attention on the environment and health conditions in minority and low-income communities; and
- (2) Fostering non-discrimination in federal programs that substantially affect human health and the environment; and
- (3) Providing minority and low-income communities with access to information on, and opportunities for public participation in, matters relating to human health and the environment.

37. Uniform Relocation

It will comply with the Uniform Relocation Assistance and Real Property acquisition policies Act of 1970, as amended, and Federal Implementing regulation at 49 CFR Part 24, and the requirements of Section 570.496a (including the requirement to provide a certification that the recipient is following a residential antidisplacement and relocation assistance plan under Section 104(d) of the Act.

38. Code of Standards of Conduct

It will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter, which would have the purpose or effect of a conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of 24 CFR, Part 85.36.

39. Hatch Act

It will comply with the provisions of the Hatch Act 5 U.S.C. 1501 et seq), which limits the political activity of employees.

40. Lead Based Paint

It will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance in any form.

41. Use of Influence

The chief elected official certifies, to the best of his or her knowledge and belief, that:

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- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the chief elected official, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the chief elected official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

42. Cost Overruns

The subgrantee agrees to and understands that the CDBG award is limited to the amount under this agreement. Any cost overruns will be the sole responsibility of the subgrantee.

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CERTIFICATIONS/ASSURANCES

Certifications for applicants, waiver and alternative requirement. Section 91.325 of title 24 Code of Federal Regulations is waived. Each applicant must make the following certifications prior to receiving a CDBG disaster recovery grant:

- a. The applicant certifies that it will affirmatively further fair housing, which means that it will use the States analysis to identify impediments to fair housing choice within the applicants area, take appropriate actions to overcome the effects of any impediments identified through the States analysis, and maintain records reflecting the actions taken in this regard. (See 24 CFR 570.487(b)(2)(ii).)
- b. The applicant certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.
- c. The applicant certifies its compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.
- d. The applicant certifies it possesses the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this Notice.
- e. The applicant certifies that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for this grant.
- f. The applicant certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.
- g. The applicant certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.115 and 24 CFR 570.486 (except as provided for in notices providing waivers and alternative requirements for this grant).
- h. The applicant certifies that it is complying with each of the following criteria:
 - (1) Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, and restoration of infrastructure in the most impacted and distressed areas related to the consequences of the Gulf Coast hurricanes of 2005 in communities included in Presidential disaster declarations.
 - (2) The applicant will not attempt to recover any capital costs of public improvements assisted with CDBG disaster recovery grant funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless

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- 1) disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or
 - 2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (A).
- i. The applicant certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.
 - j. The applicant certifies that they have adopted and is enforcing:
 - (1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - (2) A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
 - k. The applicant certifies that it has the capacity to carry out disaster recovery activities in a timely manner.
 - l. The applicant certifies that is will not use CDBG Disaster Recovery funds for any activity in an area delineated as a special flood hazard area in FEMA's most current flood advisory maps unless it also ensures that the action is designed or midified to minimize harm to or within the floodplain in accordance with Executive Order 11988 and 24 CFR part 55.
 - m. The applicant certifies that it will comply with applicable laws.

It was the consensus of the Board to table the CDBG – Contract, Neel-Schaffer; Town Green Project and CDBG – Engagement Letter, JBHM Architects; Town Green Project until the June 3, 2009, meeting of the Board of Aldermen.

Alderman McNary made motion seconded by Alderman and unanimously carried to approve work orders by and between Broaddus and Associates, Inc. and City of Long Beach as follows:

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Mayor and Board of Aldermen

EXHIBIT 2

WORK ORDER

Issued Pursuant to Master Services Agreement
Effective - October 17, 2008

By and Between
Broaddus & Associates, Inc. ("Broaddus & Associates")
and City of Long Beach, Mississippi ("Client")

Client Contact Name: Mayor Billy Skellie	Broaddus & Associates Office: Gulfport, MS
Contact Phone Number: 228-863-1556	Broaddus & Associates Contact: Ron Robertson / David Vicknair
Contact E-Mail Address: mayor@cityoflongbeachms.com	Broaddus & Associates Project Number: B08126.12
Client Reference Number:	

1. Scope of Work:
Project Management Services for Long Beach Fire Station #2.
2. Location/Client Facility Involved:
Fire Station #2
3. Period of Performance:
October 17th, 2008 thru completion and acceptance of the subject construction project and FEMA closeout
4. Authorized Funding Source:
Disaster Grant Funds from FEMA/EMMA Public Assistance; Insurance funds; Tidelands Funds, or CDBG funds
5. Special Provisions:
Not To Exceed limit - \$30,935

Client: City of Long Beach, MS
 By: *Billy Skellie*
 Name: Billy Skellie
 Title: Mayor
 Date: October 17, 2008
 Address:
 645 Klondyke Road
 Long Beach, MS 39560

Broaddus & Associates:
 By:
 Name: James A. Broaddus, PhD, P.E.
 Title: President
 Date: October 17, 2008
 Address:
 2510 14th Street
 Suite 810
 Gulfport, MS 39501

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Mayor and Board of Aldermen

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EXHIBIT 2

WORK ORDER

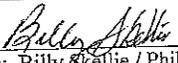
Issued Pursuant to Master Services Agreement
Effective - October 17, 2008

By and Between
Broaddus & Associates, Inc. ("Broaddus & Associates")
and City of Long Beach, Mississippi ("Client")

Client Contact Name:
Mayor Billy Skellie or Phil Kies
Contact Phone Number:
228-863-1556 or 228-324-5501
Contact E-Mail Address:
mayor@cityoflongbeachms.com
PKies@baytech.net
Client Reference Number:

Broaddus & Associates Office:
Gulfport, MS
Broaddus & Associates Contact:
Ron Robertson / David Vicknair
Broaddus & Associates Project Number:
B08126.10

1. Scope of Work:
Project Management Services for the Long Beach Harbor Master's office
2. Location/Client Facility Involved:
3. Period of Performance:
October 17th, 2008 thru completion and acceptance of the subject construction project and FEMA closeout
4. Authorized Funding Source:
Disaster Grant Funds from FEMA/MEMA Public Assistance; Insurance funds; Tidelands Funds, or CDBG funds
5. Special Provisions:
Not To Exceed limit - \$40,637

Client: City of Long Beach, MS
Long Beach Port Commission
By: 
Name: Billy Skellie / Phil Kies
Title: Mayor / Port Commission President
Date: October 17, 2008
Address:
645 Klondyke Road
Long Beach, MS 39560

Broaddus & Associates:
By:
Name: James A. Broaddus, PhD, P.E.
Title: President
Date: October 17, 2008
Address:
2510 14th Street
Suite 810
Gulfport, MS 39501

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Mayor and Board of Aldermen

EXHIBIT 2

WORK ORDER

Issued Pursuant to Master Services Agreement
Effective - October 17, 2008

By and Between
Broaddus & Associates, Inc. ("Broaddus & Associates")
and City of Long Beach, Mississippi ("Client")

Client Contact Name:
Mayor Billy Skellie
Contact Phone Number:
228-863-1556
Contact E-Mail Address:
mayor@cityoflongbeachms.com
Client Reference Number:

Broaddus & Associates Office:
Gulfport, MS
Broaddus & Associates Contact:
Ron Robertson / David Vicknair
Broaddus & Associates Project Number:
B08126.06

1. Scope of Work:
Project Management Services for the Water & Sewer Phase IV Cat C PW# 11111 in the amount of \$163,348 and Cat F PW# 11125 in the amount of \$132,332 for a total of \$295,680.
2. Location/Client Facility Involved:
3. Period of Performance:
October 17th, 2008 thru completion and acceptance of the subject construction project and FEMA closeout
4. Authorized Funding Source:
Disaster Grant Funds from FEMA/MEMA Public Assistance; Insurance funds; Tidelands Funds, or CDBG funds
5. Special Provisions:
Not To Exceed limit - \$295,680

Client: City of Long Beach, MS
By: *Billy Skellie*
Name: Billy Skellie
Title: Mayor
Date: October 17, 2008
Address:
645 Klondyke Road
Long Beach, MS 39560

Broaddus & Associates:
By:
Name: James A. Broaddus, PhD, P.E.
Title: President
Date: October 17, 2008
Address:
2510 14th Street
Suite 810
Gulfport, MS 39501

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Mayor and Board of Aldermen

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EXHIBIT 2

WORK ORDER

Issued Pursuant to Master Services Agreement
Effective - October 17, 2008

By and Between
Broaddus & Associates, Inc. ("Broaddus & Associates")
and City of Long Beach, Mississippi ("Client")

Client Contact Name:
Mayor Billy Skellie
Contact Phone Number:
228-863-1556
Contact E-Mail Address:
mayor@cityoflongbeachms.com
Client Reference Number:

Broaddus & Associates Office:
Gulfport, MS
Broaddus & Associates Contact:
Ron Robertson / David Vicknair
Broaddus & Associates Project Number:
B08126.07

1. Scope of Work:
Project Management Services for the Water & Sewer Phase V Cat F PW# 11128 in the amount of \$117,083 and Cat C PW# LBC5 in the amount of \$117,083 for a total of \$234,166.
2. Location/Client Facility Involved:
3. Period of Performance:
October 17th, 2008 thru completion and acceptance of the subject construction project and FEMA closeout
4. Authorized Funding Source:
Disaster Grant Funds from FEMA/MEMA Public Assistance; Insurance funds; Tidelands Funds, or CDBG funds
5. Special Provisions:
Not To Exceed limit - \$234,166

Client: City of Long Beach, MS

Broaddus & Associates:

By: Billy Skellie
Name: Billy Skellie
Title: Mayor
Date: October 17, 2008
Address:
645 Klondyke Road
Long Beach, MS 39560

By:
Name: James A. Broaddus, PhD, P.E.
Title: President
Date: October 17, 2008
Address:
2510 14th Street
Suite 810
Gulfport, MS 39501

Minutes of May 26, 2009
Mayor and Board of Aldermen

EXHIBIT 2

WORK ORDER

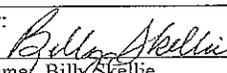
Issued Pursuant to Master Services Agreement
Effective - October 17, 2008

By and Between
Broaddus & Associates, Inc. ("Broaddus & Associates")
and City of Long Beach, Mississippi ("Client")

Client Contact Name:
Mayor Billy Skellie
Contact Phone Number:
228-863-1556
Contact E-Mail Address:
mayor@cityoflongbeachms.com
Client Reference Number:

Broaddus & Associates Office:
Gulfport, MS
Broaddus & Associates Contact:
Ron Robertson / David Vicknair
Broaddus & Associates Project Number:
B08126.08

1. Scope of Work:
Project Management Services for the Water & Sewer Phase VI Cat F PW# 11126 in the amount of \$82,635 and Cat C PW# 11160 in the amount of \$89,763 for a total of \$172,398.
2. Location/Client Facility Involved:
3. Period of Performance:
October 17th, 2008 thru completion and acceptance of the subject construction project and FEMA closeout
4. Authorized Funding Source:
Disaster Grant Funds from FEMA/MEMA Public Assistance; Insurance funds; Tidelands Funds, or CDBG funds
5. Special Provisions:
Not To Exceed limit - \$172,398

Client: City of Long Beach, MS
By: 
Name: Billy Skellie
Title: Mayor
Date: October 17, 2008
Address:
645 Klondyke Road
Long Beach, MS 39560

Broaddus & Associates:
By:
Name: James A. Broaddus, PhD, P.E.
Title: President
Date: October 17, 2008
Address:
2510 14th Street
Suite 810
Gulfport, MS 39501

Minutes of May 26, 2009
Mayor and Board of Aldermen

EXHIBIT 2

WORK ORDER

Issued Pursuant to Master Services Agreement
Effective - October 17, 2008

By and Between
Broaddus & Associates, Inc. ("Broaddus & Associates")
and City of Long Beach, Mississippi ("Client")

Client Contact Name:
Mayor Billy Skellie
Contact Phone Number:
228-863-1556
Contact E-Mail Address:
mayor@cityoflongbeachms.com
Client Reference Number:

Broaddus & Associates Office:
Gulfport, MS
Broaddus & Associates Contact:
Ron Robertson / David Vicknair
Broaddus & Associates Project Number:
B08126.09

1. Scope of Work:
Project Management Services for the Water & Sewer Phase VII Cat F PW# 11123 in the amount of \$58,080 and Cat C PW# 11156 in the amount of \$55,890 for a total of \$113,970.
2. Location/Client Facility Involved:
3. Period of Performance:
October 17th, 2008 thru completion and acceptance of the subject construction project and FEMA closeout
4. Authorized Funding Source:
Disaster Grant Funds from FEMA/MEMA Public Assistance; Insurance funds; Tidelands Funds, or CDBG funds
5. Special Provisions:
Not To Exceed limit - \$113,970

Client: City of Long Beach, MS
By: *Billy Skellie*
Name: Billy Skellie
Title: Mayor
Date: October 17, 2008
Address:
645 Klondyke Road
Long Beach, MS 39560

Broaddus & Associates:
By:
Name: James A. Broaddus, PhD, P.E.
Title: President
Date: October 17, 2008
Address:
2510 14th Street
Suite 810
Gulfport, MS 39501

There came on for consideration a letter with attachments from City Engineer David Ball, as follows:

Minutes of May 26, 2009
Mayor and Board of Aldermen



A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS

520 33RD STREET, GULFPORT, MS 39507
P.O. BOX 1677, GULFPORT, MS 39502

TEL (228) 863-0667
FAX (228) 863-5232



May 15, 2009

City of Long Beach
P.O. Box 929
Long Beach, MS 39560

**RE: Amendment No. 2-D, 2-E, and 2-F to the Master Agreement
Infrastructure Repairs**

Ladies and Gentlemen:

We've attached three proposed amendments to the Master Agreement between the City and A. Garner Russell & Assoc., Inc. The purpose of these amendments is to provide additional funds for and divisions of our Professional Services to the City for the engineering services related to the Long Beach Infrastructure Repairs.

These amendments conform to the FEMA Project Worksheets for the respective areas and they detail how much money has been spent to date on each project area. As you may recall, construction on Project Area 4 will begin on May 18, bids will be received for Project Area 7 at the June 3 meeting, and plans for Project Areas 5 and 6 are forthcoming as soon as we can complete them.

Therefore, should it please the Board at this time, we respectfully request that the Board authorize approval of these Contract Amendment so that we may continue with this critical work.

Sincerely,

David Ball, P.E.

DB:1770/539-Master Agreement
Enclosures

**AMENDMENT NUMBER 2-D TO
MASTER AGREEMENT BETWEEN
CITY OF LONG BEACH
AND
A. GARNER RUSSELL & ASSOCIATES, INC.
HURRICANE KATRINA PERMANENT REPAIRS
(INFRASTRUCTURE REPAIRS - PROJECT AREA 4)**

WHEREAS, the City of Long Beach Mississippi (OWNER) and A. Garner Russell & Associates, Inc. (ENGINEER) have heretofore entered into an amendment to the Master Agreement dated May 3, 2006, for the performance of professional services to the City described as the engineering services for the replacement of water & sewer mains along Highway 90, and along the City streets south of the Main Debris Line, said amendment bearing the date of May 10, 2006, and providing that total services under that agreement would not exceed \$310,000 without further authorization, a fee based on the then FEMA-estimated total construction cost of \$3,925,876, and

WHEREAS, OWNER and ENGINEER further amended said agreement on February 9, 2007 to allow total services up to but not exceeding \$630,000 without further authorization, a fee based on the then current FEMA-estimated total construction cost of \$8,746,917, and

WHEREAS, OWNER and ENGINEER further amended said agreement on February 21, 2008 to allow total services up to but not exceeding \$1,296,000 without further authorization, a fee based on the then current FEMA-estimated total construction cost of \$20,300,000, and

WHEREAS, during extensive meetings with FEMA & MEMA representatives and the ENGINEER, it has been determined to break the remaining work into project areas, each area having its own respective Project Worksheets. Project Area 4 is captured under PW 11111 (LBC4) & PW 11125 (LBF4), with an estimated total construction cost for infrastructure repair work in Area 4, between Girard Avenue and the USM Gulf Park campus and north of the US Hwy 90 right-of-way to the CSX railway, is estimated to be \$4,248,145, and

WHEREAS, FEMA allows engineering surveys to be reimbursed as a special service, and ENGINEER has performed and will continue to perform such surveys where required, and

WHEREAS, FEMA allows construction inspection to be reimbursed as a special service, and ENGINEER will perform such inspection services where required, and

WHEREAS, FEMA provides an administrative allowance to the City, to cover direct and indirect costs incurred in requesting, obtaining, and administering public assistance, such as identifying damage, the completion of forms requesting assistance, establishing files and providing copies and documentation, assessing damage, collecting cost data, developing cost estimates, and working with the State during project monitoring, final inspection, and audits, and ENGINEER has performed and will continue to perform a significant amount of such services;

Minutes of May 26, 2009
Mayor and Board of Aldermen

NOW, THEREFORE, the parties to the Amendment now mutually further agree as follows:

- A. As of billing period ending 4/19/09, the total of all fees billed as Basic Services is \$31,453.75. The total of all fees billed under this Amendment as BASIC SERVICES will not exceed \$323,305 without further authorization.
- B. The total of all fees billed under this Amendment as CONSTRUCTION INSPECTION will not exceed \$114,400 without further authorization.
- C. As of billing period ending 4/19/09, the total of all fees billed as Special Services (Surveying) is \$2,365.01. The total of all fees billed under this Amendment as SPECIAL SERVICES for Engineering Surveys will not exceed \$70,400 without further authorization.
- D. As of billing period ending 4/19/09, the total of all fees billed as FEMA Administration is \$287.50. The total of all fees billed under this Amendment as FEMA ADMINISTRATION will not exceed \$29,500 without further authorization.

OWNER:

CITY OF LONG BEACH, MISSISSIPPI

By: _____
William Skellie, Jr.

Title: Mayor

Date Signed: _____

ENGINEER:

A. GARNER RUSSELL & ASSOCIATES, INC.

By: _____
M. Scott Burge, P.E.

Title: President

Date Signed: _____

**AMENDMENT NUMBER 2-E TO
MASTER AGREEMENT BETWEEN
CITY OF LONG BEACH
AND
A. GARNER RUSSELL & ASSOCIATES, INC.
HURRICANE KATRINA PERMANENT REPAIRS
(INFRASTRUCTURE REPAIRS - PROJECT AREA 6)**

WHEREAS, the City of Long Beach Mississippi (OWNER) and A. Garner Russell & Associates, Inc. (ENGINEER) have heretofore entered into an amendment to the Master Agreement dated May 3, 2006, for the performance of professional services to the City described as the engineering services for the replacement of water & sewer mains along Highway 90, and along the City streets south of the Main Debris Line, said amendment bearing the date of May 10, 2006, and providing that total services under that agreement would not exceed \$310,000 without further authorization, a fee based on the then FEMA-estimated total construction cost of \$3,925,876, and

WHEREAS, OWNER and ENGINEER further amended said agreement on February 9, 2007 to allow total services up to but not exceeding \$630,000 without further authorization, a fee based on the then current FEMA-estimated total construction cost of \$8,746,917, and

WHEREAS, OWNER and ENGINEER further amended said agreement on February 21, 2008 to allow total services up to but not exceeding \$1,296,000 without further authorization, a fee based on the then current FEMA-estimated total construction cost of \$20,300,000, and

WHEREAS, during extensive meetings with FEMA & MEMA representatives and the ENGINEER, it has been determined to break the remaining work into project areas, each area having its own respective Project Worksheets. Project Area 6 is captured under PW 11160 (LBC6) & PW 11126 (LBF6), with an estimated total construction cost for infrastructure repair work in Area 6, between Sea Oaks Avenue west to city limits and north of the US Hwy 90 right-of-way to the CSX railway, is estimated to be \$3,807,620, and

WHEREAS, FEMA allows engineering surveys to be reimbursed as a special service, and ENGINEER has performed and will continue to perform such surveys where required, and

WHEREAS, FEMA allows construction inspection to be reimbursed as a special service, and ENGINEER will perform such inspection services where required, and

WHEREAS, FEMA provides an administrative allowance to the City, to cover direct and indirect costs incurred in requesting, obtaining, and administering public assistance, such as identifying damage, the completion of forms requesting assistance, establishing files and providing copies and documentation, assessing damage, collecting cost data, developing cost estimates, and working with the State during project monitoring, final inspection, and audits, and ENGINEER has performed and will continue to perform a significant amount of such services;

Minutes of May 26, 2009
Mayor and Board of Aldermen

NOW, THEREFORE, the parties to the Amendment now mutually further agree as follows:

- A. As of billing period ending 4/19/09, the total of all fees billed as Basic Services is \$18,650.75. The total of all fees billed under this Amendment as BASIC SERVICES will not exceed \$199,839 without further authorization.
- B. The total of all fees billed under this Amendment as CONSTRUCTION INSPECTION will not exceed \$114,400 without further authorization.
- C. As of billing period ending 4/19/09, the total of all feeds billed as Special Services (Surveying) is \$3,402.50. The total of all fees billed under this Amendment as SPECIAL SERVICES for Engineering Surveys will not exceed \$70,400 without further authorization.
- D. The total of all fees billed under this Amendment as FEMA ADMINISTRATION will not exceed \$29,500 without further authorization.

OWNER:

CITY OF LONG BEACH, MISSISSIPPI

By: _____
William Skellie, Jr.

Title: Mayor

Date Signed _____

ENGINEER:

A. GARNER RUSSELL & ASSOCIATES, INC.

By: _____
M. Scott Burge, P.E.

Title: President

Date Signed: _____

**AMENDMENT NUMBER 2-F TO
MASTER AGREEMENT BETWEEN
CITY OF LONG BEACH
AND
A. GARNER RUSSELL & ASSOCIATES, INC.
HURRICANE KATRINA PERMANENT REPAIRS
(INFRASTRUCTURE REPAIRS - PROJECT AREA 7)**

WHEREAS, the City of Long Beach Mississippi (OWNER) and A. Garner Russell & Associates, Inc. (ENGINEER) have heretofore entered into an amendment to the Master Agreement dated May 3, 2006, for the performance of professional services to the City described as the engineering services for the replacement of water & sewer mains along Highway 90, and along the City streets south of the Main Debris Line, said amendment bearing the date of May 10, 2006, and providing that total services under that agreement would not exceed \$310,000 without further authorization, a fee based on the then FEMA-estimated total construction cost of \$3,925,876, and

WHEREAS, OWNER and ENGINEER further amended said agreement on February 9, 2007 to allow total services up to but not exceeding \$630,000 without further authorization, a fee based on the then current FEMA-estimated total construction cost of \$8,746,917, and

WHEREAS, OWNER and ENGINEER further amended said agreement on February 21, 2008 to allow total services up to but not exceeding \$1,296,000 without further authorization, a fee based on the then current FEMA-estimated total construction cost of \$20,300,000, and

WHEREAS, during extensive meetings with FEMA & MEMA representatives and the ENGINEER, it has been determined to break the remaining work into project areas, each area having its own respective Project Worksheets. Project Area 7 is captured under PW 11156 (LBC7) & PW 11123 (LBF7), with an estimated total construction cost for infrastructure repair work in Area 7, between Lynn Avenue east to city limits and north of the US Hwy 90 right-of-way to the CSX railway, is estimated to be \$2,807,430, and

WHEREAS, FEMA allows engineering surveys to be reimbursed as a special service, and ENGINEER has performed and will continue to perform such surveys where required, and

WHEREAS, FEMA allows construction inspection to be reimbursed as a special service, and ENGINEER will perform such inspection services where required, and

WHEREAS, FEMA provides an administrative allowance to the City, to cover direct and indirect costs incurred in requesting, obtaining, and administering public assistance, such as identifying damage, the completion of forms requesting assistance, establishing files and providing copies and documentation, assessing damage, collecting cost data, developing cost estimates, and working with the State during project monitoring, final inspection, and audits, and ENGINEER has performed and will continue to perform a significant amount of such services;

**Minutes of May 26, 2009
Mayor and Board of Aldermen**

NOW, THEREFORE, the parties to the Amendment now mutually further agree as follows:

- A. As of billing period ending 4/19/09, the total of all fees billed as Basic Services is \$20,832.50. The total of all fees billed under this Amendment as BASIC SERVICES will not exceed \$136,722 without further authorization.
- B. The total of all fees billed under this Amendment as CONSTRUCTION INSPECTION will not exceed \$114,400 without further authorization.
- C. As of the billing period ending 4/19/09, the total of all fees billed as Special Services (Surveying) is \$3,528.75. The total of all fees billed under this Amendment as SPECIAL SERVICES for Engineering Surveys will not exceed \$70,400 without further authorization.
- D. The total of all fees billed under this Amendment as FEMA ADMINISTRATION will not exceed \$29,500 without further authorization.

OWNER:

CITY OF LONG BEACH, MISSISSIPPI

By: William Skellie, Jr.

Title: Mayor

Date Signed _____

ENGINEER:

A. GARNER RUSSELL & ASSOCIATES, INC.

By: M. Scott Burge, P.E.

Title: President

Date Signed: _____

Alderman Anderson made motion seconded by Alderman Lishen and unanimously carried to approve the aforesaid Contract Amendments.

There came on for consideration a letter with attachments from City Engineer David Ball, as follows:

Minutes of May 26, 2009
Mayor and Board of Aldermen

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A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS

520 33RD STREET, GULFPORT, MS 39507
P.O. BOX 1677, GULFPORT, MS 39502

TEL (228) 863-0667
FAX (228) 863-5232



May 14, 2009

City of Long Beach
P.O. Box 929
Long Beach, MS 39560

**RE: Amendment No. 10 – Master Agreement
Hurricane Katrina Permanent Repairs**

Ladies and Gentlemen:

We've attached our latest proposed amendment for the Master Agreement between the City and A. Garner Russell, Inc. The purpose of this amendment is to update the original billing rates included in the original Master Agreement, dated May 3, 2006.

Therefore, we request your consideration in approving this amendment to the Master Agreement so that we can continue this important work. Should you need more information, please call.

Sincerely,

David Ball, P.E.

DB:539-Master Agreement
Enclosure

Minutes of May 26, 2009
Mayor and Board of Aldermen

AMENDMENT NUMBER 10 TO
MASTER AGREEMENT BETWEEN
CITY OF LONG BEACH
AND
A. GARNER RUSSELL & ASSOCIATES, INC.
HURRICANE KATRINA PERMANENT REPAIRS

It is agreed to modify the provisions of the Master Agreement for Hurricane Katrina Permanent Repairs dated May 3, 2006, as follows:

(A) BASIS OF COMPENSATION

- (1) Subsequent to this agreement, fees for the services described in the Master Agreement and in all Amendments to said Agreement will be in accordance with the hourly rates recited on the enclosed ATTACHMENT 1 to EXHIBIT C, to be effect as of June 2009's billing cycle and are hereby adjusted as provided for in Paragraph C4.05 of Exhibits C1 and C2 to the Master Agreement.

OWNER:

ENGINEER:

CITY OF LONG BEACH, MISSISSIPPI

A. GARNER RUSSELL & ASSOCIATES, INC.

By: _____
William Skellie, Jr.

By: _____
M. Scott Burge, P.E.

Title: Mayor

Title: President

Date Signed _____

Date Signed: _____

Minutes of May 26, 2009
Mayor and Board of Aldermen

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This is Appendix 1 to EXHIBIT C, consisting of 1 page, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services, dated _____, 2009.

Initial:
OWNER _____
ENGINEER _____

Standard Hourly Rates Schedule

<u>Position</u>	<u>Billing Rate</u>
Senior Engineer	\$135.00
Registered Engineer III	\$125.00
Registered Engineer II	\$120.00
Registered Engineer I	\$105.00
Junior Engineer	\$90.00
Engineer/Survey Intern	\$85.00
Senior Engineering Technician	\$100.00
Survey Crew Chief	\$85.00
Senior Resident Project Representative	\$80.00
Engineering Technician IV	\$75.00
Engineering Technician III	\$70.00
Engineering Technician II	\$60.00
Engineering Technician I	\$45.00
CADD Technician III	\$80.00
CADD Technician II	\$65.00
CADD Technician I	\$45.00
Administrative Assistant	\$73.50
Clerical	\$50.00

Page 1 of 1 Pages
(Appendix 1 to Exhibit C – Standard Hourly Rates Schedule)
Revised: 05/04/2009

Alderman Lishen made motion seconded by Alderman Anderson and unanimously carried to approve the aforesaid amendment to the Master Agreement.

There came on for consideration a letter with attachments from City Engineer David Ball, as follows:

Minutes of May 26, 2009
Mayor and Board of Aldermen



A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS

520 33RD STREET, GULFPORT, MS 39507
P.O. BOX 1677, GULFPORT, MS 39502

TEL (228) 863-0667
FAX (228) 863-5232



May 15, 2009

City of Long Beach
P.O. Box 929
Long Beach, MS 39560

**RE: Proposed Change Order Number 2 –
Long Beach Smallcraft Harbor – Phase VI (Paving Repairs)**

Gentlemen:

We have attached a proposed Change Order for the Paving Repairs at the Long Beach Harbor. This Change Order is needed in order to replace a limited amount of sidewalk that was damaged by Hurricane Gustav. The Project Worksheet for the Gustav repairs did include this sidewalk so I don't expect a major problem in being reimbursed for the work. The bid price is very close to the bid price for sidewalk replacement performed in the Phase 3 project in the Harbor (Rip-rap & Slope Paving Repairs).

Similar to other Change Orders recently approved in the Harbor, this will be reimbursed through two separate funding sources (Katrina repairs & Gustav repairs). In order to make that process as smooth as possible, we propose to issue two separate Pay Applications, one showing Katrina repairs and the other showing Gustav repairs. We hope that this will keep the reimbursement process smooth.

Should you find the attached Change Order acceptable, please authorize its approval so that these repairs can be made and the final paving in the Harbor can be performed.

Sincerely,

David Ball, P.E.

DB:1775-VI
Enclosure

**Minutes of May 26, 2009
Mayor and Board of Aldermen**

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Change Order

No. 2

Date of Issuance: 5/12/2009 Effective Date: 5/12/2009

Project: Katrina Harbor Repairs Owner: City of Long Beach Owner's Contract No.:
 Contract: Katrina Harbor Repairs - Phase VI (Paving) Date of Contract: 3/10/2009
 Contractor: Bond Paving, Inc. Engineer's Project No.: 1775-VI

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Add pay item for removal and replacement of concrete sidewalk, damaged by Gustav.

Attachments: (List documents supporting change): 1 - Add pay item with negotiated cost

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price: \$268,857.81
 Original Contract Times: Working Days Calendar days
 Substantial completion (days or date): 6/30/2009
 Ready for final paymnet (days or date): 6/30/2009

{Increase} {Decrease} from previously approved Change Orders No. 1 to No. 1
 Substantial Completion (days): N/A
 Ready for final payment (days): N/A
\$40,170.00

Contract Price prior to this Change Order: \$309,027.81
 Contract Times prior to this Change Order:
 Substantial completion (days or date): 6/30/2009
 Ready for final payment (days or date): 6/30/2009

{Increase} {Decrease} of this Change Order: \$5,100.00
 Substantial completion (days or date): 0
 Ready for final paymnet (days or date): 0

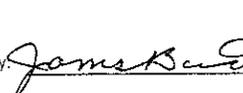
Contract Price incorporating this Change Order: \$314,127.81
 Contract Times with all approved Change Orders:
 Substantial completion (days or date): 6/30/2009
 Ready for final paymnet (days or date): 6/30/2009

RECOMMENDED:
(ENGINEER)

ACCEPTED:
(CONTRACTOR)

ACCEPTED:
(OWNER)

By: 

By: 

By: _____

Date: 5-15-2009

Date: May 13-09

Date: _____

Minutes of May 26, 2009
 Mayor and Board of Aldermen

ATTACHMENT TO CHANGE ORDER NUMBER

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PROJECT NO. 1775-VI
 Page 2 of 2

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	QUANTITY TO DATE	EXTENSION TO DATE
400-A	REMOVAL OF PAVEMENT	6,045	\$8.00	\$48,360.00		\$0.00	6,045	6/04/09
401-A	SELECT SANDY BACKFILL	510	\$14.00	\$7,140.00		\$0.00	510	6/10/09
401-B	CLAY GRAVEL BACKFILL	128	\$14.00	\$1,792.00		\$0.00	128	6/12/09
401-C	5" LIMESTONE ROAD BASE RESTORATION	6,045	\$8.50	\$51,382.50		\$0.00	6,045	6/04/09
401-D	4" HOT BITUMINOUS SURFACE COURSE (2.25 MM MIX)	6,045	\$19.75	\$119,388.75		\$0.00	6,045	6/04/09
401-E	PARKING BUMPER	145	\$40.00	\$5,800.00		\$0.00	145	6/04/09
402-A	TRAFFIC STRIPING	3,036	\$1.00	\$3,036.00		\$0.00	3,036	6/03/09
403-A	CHAIN LINK FENCE	1	\$10,000.00	\$10,000.00		\$0.00	1	6/03/09
403-B	GUARD RAIL	1	\$10,000.00	\$10,000.00		\$0.00	1	6/03/09
530-A	MAINTENANCE OF TRAFFIC	1	\$11,958.56	\$11,958.56		\$0.00	1	6/18/09
CO1-1	1-1/2" HOT BITUM. OVERLAY	618	\$85.00	\$52,410.00	60	\$5,100.00	678	6/06/09
CO2-1	REMOVE AND REPLACE CONCRETE SIDEWALK	0		\$0.00				
TOTALS:				\$309,027.81		\$5,100.00		\$314,127.81

Based upon the recommendation of Mr. Ball, Alderman McNary made motion seconded by Alderman Anderson and unanimously carried to approve the aforesaid Proposed Change Order Number 2 - Long Beach Smallcraft Harbor - Phase VI (Paving Repairs).

 There came on for consideration a letter with attachments from David

Minutes of May 26, 2009
Mayor and Board of Aldermen

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A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS

520 33RD STREET, GULFPORT, MS 39507
P.O. BOX 1677, GULFPORT, MS 39502

TEL: (228) 863-0667
FAX (228) 863-5232



May 14, 2009

City of Long Beach
P.O. Box 929
Long Beach, MS 39560

**RE: Amendment No. 1 – Engineering Agreement
Elevated Water Tank & Well – EDA Grant**

Ladies and Gentlemen:

We've attached a proposed amendment for the Master Agreement between the City and A. Garner Russell, Inc. The purpose of this amendment is to update the original billing rates included in the original Master Agreement, dated May 16, 2007. Obviously, the rates are nearly two years old, and many are well below our current billing rates.

Therefore, we request your consideration in approving this amendment to the Master Agreement so that we can continue this important work. Should you need more information, please call.

Sincerely,

David Ball, P.E.

DB:1812
Enclosure

Minutes of May 26, 2009
Mayor and Board of Aldermen

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN
CITY OF LONG BEACH
AND
A. GARNER RUSSELL & ASSOCIATES, INC.
ELEVATED WATER TANK & WELL – EDA GRANT

It is agreed to modify the provisions of the Master Agreement for the Elevated Water Tank & Well – EDA Grant dated May 16, 2007, as follows:

(A) BASIS OF COMPENSATION

- (1) Subsequent to this agreement, fees for the services described in the Master Agreement will be in accordance with the hourly rates recited on the enclosed ATTACHMENT 1 to EXHIBIT C, to be effect as of June 2009's billing cycle and are hereby adjusted as provided for in Paragraph C4.05 of Exhibits C1 to the Master Agreement.

OWNER:

CITY OF LONG BEACH, MISSISSIPPI
 By: _____
 William Skellie, Jr.
 Title: Mayor
 Date Signed: _____

ENGINEER:

A. GARNER RUSSELL & ASSOCIATES, INC.
 By: _____
 M. Scott Burge, P.E.
 Title: President
 Date Signed: _____

Minutes of May 26, 2009
Mayor and Board of Aldermen

This is Appendix 1 to EXHIBIT C, consisting of 1 page, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services, dated _____, 2009.

Initial:
 OWNER _____
 ENGINEER _____

Standard Hourly Rates Schedule

<u>Position</u>	<u>Billing Rate</u>
Senior Engineer	\$135.00
Registered Engineer III	\$125.00
Registered Engineer II	\$120.00
Registered Engineer I	\$105.00
Junior Engineer	\$90.00
Engineer/Survey Intern	\$85.00
Senior Engineering Technician	\$100.00
Survey Crew Chief	\$85.00
Senior Resident Project Representative	\$80.00
Engineering Technician IV	\$75.00
Engineering Technician III	\$70.00
Engineering Technician II	\$60.00
Engineering Technician I	\$45.00
CADD Technician III	\$80.00
CADD Technician II	\$65.00
CADD Technician I	\$45.00
Administrative Assistant	\$73.50
Clerical	\$50.00

Based upon the recommendation of Mr. Ball, Alderman Anderson made motion seconded by Alderman McNary and unanimously carried to approve the aforesaid Amendment No. 1 – Engineering Agreement.

Alderman Lishen made motion seconded by Alderman McNary and unanimously carried to spread the Election Certification; May 19, 2009, Republican Run-Off, and General Election Ballots upon the minutes of this meeting in words and figures as follows:

Minutes of May 26, 2009 Mayor and Board of Aldermen

PREC REPORT-GROUP DETAIL

CITY OF LONG BEACH
PRIMARY RUN OFF MAY 19, 2009
OFFICIAL RESULTS

REPORT-EL30A PAGE 0002-01

RUN DATE:05/19/09 08:14 PM

0002 WARD 2	TOTAL VOTES	%	ELECTION DAY	AFFIDAVIT
REGISTERED VOTERS - TOTAL	0			
BALLOTS CAST - TOTAL	335		331	4
ALDERMAN WARD 2				
VOTE FOR 1				
J.R. (RONNIE) BARKER	163	48.66	161	2
BERNIE PARKER	172	51.34	170	2
WRITE-IN	0		0	0

Patricia C. Bennett

Donald Ellerman

Susan Moleworth

Billy R. Williamson

Robert S. Balfour

Minutes of May 26, 2009
Mayor and Board of Aldermen

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EC REPORT-GROUP DETAIL

CITY OF LONG BEACH
PRIMARY RUN OFF MAY 19, 2009
OFFICIAL RESULTS

REPORT-EL30A PAGE 0004-01

RUN DATE: 05/19/09 08:23 PM

0004 WARD 4	TOTAL VOTES	%	ELECTION DAY	AFFIDAVIT
REGISTERED VOTERS - TOTAL	0			
BALLOTS CAST - TOTAL	421		421	0

ALDERMAN WARD 4				
VOTE FOR 1				
RONNIE HAMMONS, JR.	257	61.05	257	0
JOE McNARY "MR. MAC".	161	38.24	161	0
WRITE-IN.	3	.71	3	0

Patricia C. Bennett

Donald Ellerman

Susan Moleworth

Kelly R. Williamson

Robert S. Boyce-Lalor

Minutes of May 26, 2009 Mayor and Board of Aldermen

REPORT-EL45A PAGE-001

SUMMARY REPT-GROUP DETAIL
RUN DATE:05/19/09 08:27 PM

	TOTAL VOTES	%	ELECTION DAY	AFFIDAVIT
PRECINCTS COUNTED (OF 4)	2	50.00		
REGISTERED VOTERS - TOTAL	0			
BALLOTS CAST - TOTAL	756		752	4
ALDERMAN WARD 2				
VOTE FOR 1				
J.R. (RONNIE) BARKER	163	48.66	161	2
BERNIE PARKER	172	51.34	170	2
WRITE-IN	0		0	0
ALDERMAN WARD 4				
VOTE FOR 1				
RONNIE HAMMONS, JR.	257	61.05	257	0
JOE McNARY "MR. MAC"	161	38.24	161	0
WRITE-IN	3	.71	3	0

Minutes of May 26, 2009
Mayor and Board of Aldermen

OFFICIAL GENERAL ELECTION BALLOT

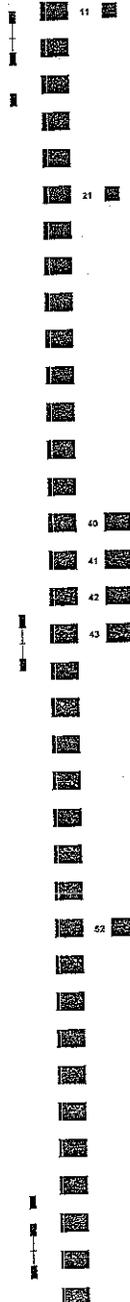
A	CITY OF LONG BEACH	B	STATE OF MISSISSIPPI	C	JUNE 2, 2009
<p>INSTRUCTIONS TO VOTER:</p> <ol style="list-style-type: none"> 1. TO VOTE YOU MUST BLACKEN THE OVAL (●) TO THE LEFT OF YOUR CHOICE COMPLETELY. 2. DO NOT USE RED INK. Use only Blue or Black Ink to mark your ballot. 3. DO NOT CROSS OUT OR ERASE - if you change your mind, exchange your ballot for a new one. 4. AFTER VOTING - Insert your ballot in the ballot sleeve, allowing the initials on the bottom of ballot to be seen. 5. DO NOT FOLD THE BALLOT. 					
<p>MAYOR (VOTE FOR ONE)</p> <p><input type="radio"/> William "Billy" Skeltie</p> <p><input type="radio"/> _____ Write-in</p>					
<p>ALDERMAN-AT-LARGE (VOTE FOR ONE)</p> <p><input type="radio"/> Leonard G. Carrubba, Sr.</p> <p><input type="radio"/> _____ Write-in</p>					
<p>ALDERMAN WARD 1 (VOTE FOR ONE)</p> <p><input type="radio"/> Gary J. Ponthieux</p> <p><input type="radio"/> _____ Write-in</p>					
<p>Official Ballot STATE OF MISSISSIPPI City of Long Beach General Election June 2, 2009 WARD 1</p>					
A	WARD 1	B	Typ.01 Seq.0001 Spt.01	C	7.4.2.0 / 012503-14 © Election Systems & Software, Inc. 1981, 2002

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MAYOR (VOTE FOR ONE)			
<input type="radio"/> William "Billy" Skellie <input type="radio"/> _____ <small>Write-in</small>			
ALDERMAN-AT-LARGE (VOTE FOR ONE)			
<input type="radio"/> Leonard G. Carrubba, Sr. <input type="radio"/> _____ <small>Write-in</small>			
ALDERMAN WARD 2 (VOTE FOR ONE)			
<input type="radio"/> Bernie Parker <input type="radio"/> _____ <small>Write-in</small>			
			Official Ballot STATE OF MISSISSIPPI City of Long Beach General Election June 2, 2009 WARD 2
WARD 2		Typ.01 Seq.0002 Spl:01	



INITIALS

OFFICIAL GENERAL ELECTION BALLOT

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<p>ALDERMAN-AT-LARGE (VOTE FOR ONE)</p> <p><input type="radio"/> Leonard G. Carrubba, Sr.</p> <p><input type="radio"/> _____ Write-in</p>					
<p>ALDERMAN WARD 3 (VOTE FOR ONE)</p> <p><input type="radio"/> Kaye H. Couvillon</p> <p><input type="radio"/> _____ Write-in</p>					
					<p>Official Ballot STATE OF MISSISSIPPI City of Long Beach General Election June 2, 2009 WARD 3</p>
A	WARD 3	B	Typ:01 Sec:0003 Spt:01	C	

INITIALS _____

Minutes of May 26, 2009 Mayor and Board of Aldermen

OFFICIAL GENERAL ELECTION BALLOT

A	CITY OF LONG BEACH	B	C
<p>11</p> <p>21</p> <p>40</p> <p>41</p> <p>42</p> <p>43</p> <p>54</p>	<p>INSTRUCTIONS TO VOTER:</p> <ol style="list-style-type: none"> TO VOTE YOU MUST BLACKEN THE OVAL (●) TO THE LEFT OF YOUR CHOICE COMPLETELY. DO NOT USE RED INK. Use only Blue or Black Ink to mark your ballot. DO NOT CROSS OUT OR ERASE - If you change your mind, exchange your ballot for a new one. AFTER VOTING - Insert your ballot in the ballot sleeve, allowing the initials on the bottom of ballot to be seen. DO NOT FOLD THE BALLOT. <p>MAYOR (VOTE FOR ONE)</p> <p><input type="radio"/> William "Billy" Skellie</p> <p><input type="radio"/> _____ Write-in</p> <p>ALDERMAN-AT-LARGE (VOTE FOR ONE)</p> <p><input type="radio"/> Leonard G. Carrubba, Sr.</p> <p><input type="radio"/> _____ Write-in</p> <p>ALDERMAN WARD 4 (VOTE FOR ONE)</p> <p><input type="radio"/> Ronnie Hammons, Jr.</p> <p><input type="radio"/> _____ Write-in</p>		<p>JUNE 2, 2009</p> <p>Official Ballot STATE OF MISSISSIPPI City of Long Beach General Election June 2, 2009 WARD 4</p>
A	WARD 4	Typ:01 Sec:0004 Spl:01	F.A.2.0 / 012503-14 © Election Systems & Software, Inc. 1981, 2002

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Minutes of May 26, 2009 Mayor and Board of Aldermen

OFFICIAL GENERAL ELECTION BALLOT

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<p>ALDERMAN-AT-LARGE (VOTE FOR ONE)</p> <p><input type="radio"/> Leonard G. Carrubba, Sr.</p> <p><input type="radio"/> _____ Write-in</p>					
<p>ALDERMAN WARD 5 (VOTE FOR ONE)</p> <p><input type="radio"/> Mark E. Lishen</p> <p><input type="radio"/> _____ Write-in</p>					
<p>Official Ballot STATE OF MISSISSIPPI City of Long Beach General Election June 2, 2009 WARD 5</p>					
A	WARD 5	B	Typ.01 Seq.0005 Spt.01	C	7.4.2.0 / 012603-14 © Election Systems & Software, Inc. 1981, 2002

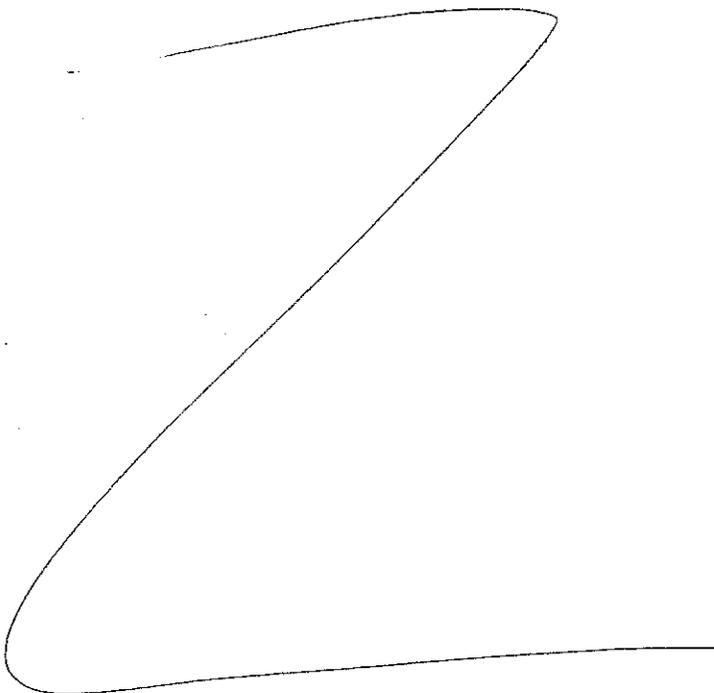
INITIALS

Minutes of May 26, 2009 Mayor and Board of Aldermen

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<p>ALDERMAN-AT-LARGE (VOTE FOR ONE)</p> <p><input type="radio"/> Leonard G. Carrubba, Sr.</p> <p><input type="radio"/> _____ Write-in</p>					
<p>ALDERMAN WARD 6 (VOTE FOR ONE)</p> <p><input type="radio"/> Carolyn J. Anderson</p> <p><input type="radio"/> _____ Write-in</p>					
<p>Official Ballot STATE OF MISSISSIPPI City of Long Beach General Election June 2, 2009 WARD 6</p>					
WARD 6					
Typ:01 Seq:0006 Sp:01					
7.4.2.0 / 012503-14 © Election Systems & Software, Inc. 1981, 2002					
INITIALS					





It was the consensus of the Board to table the following until the June 3, 2009, meeting of the Board of Aldermen:

XI. UNFINISHED BUSINESS

1. Nuisance Abatement Ordinance; Alderman Boggs
2. Long Beach Mock Trial – Superior Results and Participants;
Alderman Boggs

And

XII. NEW BUSINESS

1. Engagement Letter-Alexander, Van Loon, Sloan, Levens, Favre PLCC

**Minutes of May 26, 2009
Mayor and Board of Aldermen**

Based upon the recommendation of Assistant Fire Chief Mike Brown and certification by the Civil Service Commission and based upon the recommendation of Police Chief Wayne McDowell, Alderman McNary made motion seconded by Alderman Burton and unanimously carried to approve personnel matters, as follows:

Hire Firefighter 1st Class - Timothy Harrison, FS9-B, effective June 16, 2009

Hire Animal Control Officer-Lucas C. Marchman, PS6-B, effective June 1, 2009.

Alderman Anderson made motion seconded by Alderman McNary and unanimously carried to appoint Mr. David Marks - Ward 6 - Port Commissioner to fill the unexpired term of Mike Spruill.

Alderman McNary apprised the Board of the rebuilding progress being made by the Long Beach Housing Authority and expressed his desire for the board to continue to pursue a chicken franchise in the City.

There was no City Attorney report due to his absence.

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Anderson made motion seconded by Alderman McNary and unanimously carried to recess until Wednesday, June 3, 2009, due to the Municipal General Election.

**Minutes of May 26, 2009
Mayor and Board of Aldermen**

APPROVED:

Alderman Allen D. Holder, Jr., At-Large

Alderman Charles A. Boggs, Ward 1

Alderman Richard Notter, Ward 2

Alderman Richard Burton, Ward 3

Alderman Joseph McNary, Ward 4

Alderman Mark Lishen, Ward 5

Alderman Carolyn Anderson, Ward 6

Date: _____

ATTEST:

Rebecca E. Schruff, City Clerk